

Exhibit C
2009-10 CDC Public Health Emergency Response (PHER) Phase III
Additional Provisions

1. Additional Incorporated Exhibits

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

- A. 2009-2010 Federal Guidance Documents:
 - 2009-10 Centers for Disease Control and Prevention (CDC) Public Health Emergency Response (PHER) Phase III Agreement Guidance.
- B. CDPH Guidance to LHDs for CDC Public Health Emergency Response (PHER) Phase III Program Funds.
- C. LHD's Public Health Emergency Response (PHER) Phase III Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to LHDs for all attachments).

2. Contract Amendments

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

3. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from CDPH, LHD shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

- C. LHD shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH' notification to LHD. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, LHD shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Agreement.

4. Dispute Resolution Process

- A. This provision supplements provision 15 of Exhibit D(F).
- B. CDPH may recoup from a LHD any funds allocated pursuant to this article that are unspent or that are not expended for purposes specified in subdivision (d).
- C. CDPH may also recoup funds expended by the LHD in violation of subdivision (d) of Section 101315 of the California Health and Safety Code.
- D. CDPH may withhold quarterly payments of funds to a LHD if the LHD is not in compliance with this article or the terms of that LHD's work plans as approved by CDPH.
- E. Before any funds are recouped or withheld from a LHD, CDPH shall discuss with local health officials the status of the unspent moneys or the disputed use of the funds, or both.

5. Financial and Compliance Audit Requirements

- A. Paragraph d of provision 16 in Exhibit D(F) is amended to read as follows:
 - d. 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. The LHD shall keep a copy of the audit report on file and have it available for review by CDPH or auditors upon request.