STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, Governor

Board of Chiropractic Examiners
2525 Natomas Park Drive, Suite 260
Sacramento, California 95833-2931
Telephone (916) 263-5355 FAX (916) 263-5369
CA Relay Service TT/TDD (800) 735-2929
Consumer Complaint Hotline (866) 543-1311
http://www.chiro.ca.gov

NOTICE OF PUBLIC MEETING

Notice is hereby given that a meeting of the **Administrative Committee** of the **Board of Chiropractic Examiners** will be held as follows:

March 27, 2008
Upon Conclusion of the MUA Committee Meeting
Hearing Room
400 R Street, Room 101
Sacramento, CA 95814

AGENDA

Call to Order

Discussion and Possible Action
- Interagency Agreement with Department of Consumer Affairs (DCA)

Discussion and Possible Action
- State Issued E-mail Addresses for Board Members

Discussion and Possible Action
- Board Member Administrative Procedure Manual Updates

Discussion
- Investigator Contracts

PUBLIC COMMENT

NEW BUSINESS – Future Agenda Items

ADJOURNMENT

ADMINISTRATIVE COMMITTEE
Jim Conran, Chair
Frederick Lerner, D.C.
Hugh Lubkin, D.C.

A quorum of the Board may be present at the Committee meeting. However, Board members who are not on the committee may observe, but may not participate or vote. Public comments will be taken on agenda items at the time the specific item is raised. The Committee may take action on any item listed on the agenda, unless listed as informational only. All times are approximate and subject to change. Agenda items may be taken out of order to accommodate speakers and to maintain a quorum. The meeting may be cancelled without notice. For verification of the meeting, call (916) 263-5355 or access the Board's Web Site at **www.chiro.ca.gov.**

The meeting is accessible to the physically disabled. If a person needs disability-related accommodations or modifications in order to participate in the meeting, please make a request no later than five working days before the meeting to the Board by contacting Marlene Valencia at (916) 263-5355 ext. 5363 or sending a written request to that person at the Board of Chiropractic Examiners, 2525 Natomas Park Drive, Suite 260, Sacramento, CA 95833. Requests for further information should be directed to Ms. Valencia at the same address and telephone number.

State of California

MEMORANDUM

To: Administrative Committee

Date: March 20, 2008

From: Brian J. Stiger
Executive Officer
Board of Chiropractic Examiners
2525 Natomas Park Drive, Suite 260
Sacramento, CA 95833

Telephone: (916) 263-5359

Subject: **Interagency Agreement with DCA for FY 07/08 – 08/09**

The Board of Chiropractic Examiners' (BCE) current contract with the Department of Consumer Affairs (DCA) for administrative services is scheduled to terminate on June 30, 2008. These services include legal, fiscal, and personnel.

This requests your support to enter into a two-year contract with DCA beginning July 1, 2008, through June 30, 2010, for administrative support services. The new contract will expand from the current services to include public affairs and possibly information technology services.

I have entered into negotiations with the DCA on a new contract. I anticipate the annual cost of this contract at approximately $220,000. The BCE can absorb this cost if the budget is restored to full funding.

I have attached a copy of the current contract for your review. If you have any questions, please contact me.

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
BCE-07-014 182-3971-7	1
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME
Board of Chiropractic Examiners

CONTRACTOR'S NAME
Department of Consumer Affairs

2. The term of this Agreement is: July 1, 2007 through June 30, 2008

3. The maximum amount of this Agreement is: $134,886.00
(one hundred thirty-four thousand eight hundred eighty-six dollars and no 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:

This contract is amended to extend the contract term (6 months) and to add funds ($33,057.00). Text deletions shall be displayed as ~~strikethrough~~ text, and text additions shall be displayed as **bold** text.

A. STD 213, Number 2 is hereby amended to read: The term of this Agreement is: July 1, 2007 through ~~December 31, 2007~~ **June 30, 2008**

B. STD 213, Number 3 is hereby amended to read: The maximum amount of this Agreement is: ~~$101,829.00 (one hundred one thousand eight hundred twenty-nine dollars and no cents)~~ **$134,886.00 (one hundred thirty-four thousand eight hundred eighty-six dollars and no cents)**

C. The total amount of this amendment shall not exceed $33,057.00 (thirty-three thousand fifty-seven dollars and no cents).

Continued on the next page

BOARD OF CHIROPRACTIC EXAMINERS
07 OCT -4 AM

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
Department of Consumer Affairs

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 9-14-07

PRINTED NAME AND TITLE OF PERSON SIGNING
Pamela S. Wortman, Chief, Office of Administrative Services

ADDRESS
1625 North Market Blvd., Suite S-103
Sacramento, CA 95834

STATE OF CALIFORNIA

AGENCY NAME
Board of Chiropractic Examiners

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 9/17/07

PRINTED NAME AND TITLE OF PERSON SIGNING
Brian Stiger, Acting Executive Director

ADDRESS
2525 Natomas Park Drive, Suite 260
Sacramento, CA 95833

CALIFORNIA
Department of General Services
Use Only

APPROVED
SEP 27 2007
DEPT OF GENERAL SERVICES

[ ] Exempt per:

D. Exhibit B – Budget Detail and Payment Provisions, Number 4 - Cost Breakdown is hereby replaced with the following:

	Classification	Class Code	Hourly Rate*	Hours	Potential Costs
Budget	Associate Governmental Prog Analyst	5393	$45	215	$9,641.00
OHR	Staff Services Manager I	4800	$51	315	$16,184.00
Chief	Chief, BEAR/BHFTI (at 80%)	8806	$69	835	$38,399.00
DOI	Senior Investigator	8595	$49	100	$4,900.00
Legal	Staff Counsel III	5795	$82	490	$40,289.00
Audits	Associate Management Auditor	4159	$49	177	$8,673.00
Audits	Staff Management Auditor	4160	$54	30	$1,620.00
Audits	Senior Management Auditor	4161	$59	20	$1,180.00
	**includes benefits at 34.12 %*				
	ILicensing Project/Funding FY 2007/08				$14,000.00
	Estimated Cost				**$134,886.00**

E. All other terms and conditions shall remain the same.

State of California

MEMORANDUM

To: Administrative Committee

Date: March 20, 2008

From: Brian J. Stiger
Executive Officer
Board of Chiropractic Examiners
2525 Natomas Park Drive, Suite 260
Sacramento, CA 95833

Telephone: (916) 263-5359

Subject: **Board Member Administrative Procedure Manual Updates**

The Board of Chiropractic Examiners Board Member Administrative Manual needs the following changes to remain current:

Cover Page: Add Revision Date

Page 2: Changes need to reflect new officers.

Pages 17-18: Changes need to reflect new standing committees as determined by the Board Chair.

Page 26: The citation under Board Member Orientation needs to be corrected to Board Policy. The current citation B & P Code section 453 pertains to all Boards under the Department of Consumer Affairs.

State of California

BOARD OF CHIROPRACTIC EXAMINERS
BOARD MEMBER
ADMINISTRATIVE MANUAL

Adopted October 25, 2007

Arnold Schwarzenegger, Governor
State of California

MISSION STATEMENT

The Board of Chiropractic Examiners' paramount responsibility is to protect California consumers from the fraudulent, negligent, or incompetent practice of chiropractic care.

Members of the Board

Richard H. Tyler, D.C., Chair
Frederick Lerner, D.C., Vice Chair
Francesco Columbu, D.C., Secretary
Hugh Lubkin, D.C.
Judge James Duvaras, Ret., Public Member
Jim Conran, Public Member

Executive Officer
Brian J. Stiger

This procedure manual is a general reference including a review of some important laws, regulations, and these basic Board policies in order to guide the actions of the Board members and ensure Board effectiveness and efficiency. The Chiropractic Initiative Act of 1922 (the Act) will be referenced and summarized throughout this procedure manual.

This Administrative Procedure Manual, regarding Board Policy, can be amended by four affirmative votes of any current or future Board.

Request to Access Licensee or Applicant Records
(Board Policy)

No Board member may access a licensee's, or applicant's file without the Executive Officer's knowledge and approval of the conditions of access. Records or copies of records shall not be removed from the Board's office at any time.

Communications: Other Organizations/Individuals/Media
(Board Policy)

All communications relating to any Board action or policy to any individual or organization, or a representative of the media shall be made only by the Board Chair, his or her designee, or the Executive Officer. Any Board member who is contacted by any of the above should inform the Board Chair or Executive Officer of the contact.

Committee Appointments
(Board Policy)

The Chair shall establish committees, whether standing or special, as he or she deems necessary.

The composition of the committees and the appointment of the members shall be determined by the Board Chair in consultation with the Vice Chair, Secretary, and the Executive Officer.

Standing Committees
(Board Policy)

The Board has five standing committees:

1. **Administrative Committee**
   The Administrative Committee continually reviews policies, procedures, budget, personnel, accounting, and departmental issues. The Administrative Committee works directly with the Executive Officer and staff to monitor budget expenditures, trends, and the Contingent Fund levels.

   The Committee shall monitor individual line item expenditure and look for anomalies with a three year pattern for purposes of preparing a budget change proposal to correct either an under or over expenditure.

2. **Continuing Education Committee**
   The Continuing Education Committee recommends regulations for mandatory continuing education and overseeing the Continuing Education Program, which includes program administration, continuing

education providers' evaluation, waiver requests review, and conducting regular at-random and continuing education audits.

3. **Enforcement Committee**
The purpose of the Enforcement Committee is to continually seek ways to improve the Board's enforcement activities. The committee shall consist of two Board members. Meetings will be held as necessary.

4. **Regulation Committee**
Proposes regulations that enhance the Board's role as a regulatory agency that protects the public.

5. **Legislative Committee**
The Legislative Committee shall consist of two Board members. The committee will review and recommend positions on bills that affect the Board.

The following classification system will be used by the committee in recommending Board positions:

1. **Support:** The Board supports the current version of the bill.

2. **Support if Amended:** The Board generally supports the concept or intent of the bill.

3. **Oppose:** The Board is opposed to the current version of the bill.

4. **Oppose Unless Amended:** The Board is opposed to the bill but is willing to work with the author and sponsor of the bill to resolve the Board's concerns.

5. **Watch:** The Board has some interest in the bill because it potentially may affect the work of the Board.

Committee Meetings
(Board Policy)

Each of these committees is comprised of at least two Board members and staff, who provide technical and administrative input and support. The committees are an important venue for ensuring that staff and Board members share information and perspectives in crafting and implementing strategic objectives.

The Board's committees allow Board members, stakeholders and staff to discuss and conduct problem solving on issues related to the Board's

There are limited exceptions to the honoraria prohibition. The acceptance of an honorarium is not prohibited under the following circumstances: (1) when a honorarium is returned to the donor (unused) within 30 days; (2) when an honorarium is delivered to the State Controller within thirty days for donation to the General Fund (for which a tax deduction is not claimed); and (3) when an honorarium is not delivered to the Board member, but is donated directly to a bona fide charitable, educational, civic, religious, or similar tax exempt, non-profit organization.

In light of this prohibition, members should report all offers of honoraria to the Board Chair so that he or she, in consultation with the Executive Officer and staff counsel, may determine whether the potential for conflict of interest exists.

Board Member Orientation
(B&P Code Section 453)

The California Business and Professions Code requires that a Board member orientation session be given to new Board members within one year of assuming office.

Ethics Training

California law requires all appointees to take an ethics orientation within the first six months of their appointment and to repeat this ethics orientation every two years throughout their term.

Sexual Harassment Training
(Government Code Section 12950.1)

Board members are required to undergo sexual harassment training and education once every two years. Staff will coordinate the training.

Addendums

Applicable provisions of the following:

Business and Professions Code
Executive Order 66-2
Government Code
State Administrative Manual

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 09/01)

AGREEMENT NUMBER
BCE-07-007

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

STATE AGENCY'S NAME
Board of Chiropractic Examiners

CONTRACTOR'S NAME
Pexis Corporation

2. The term of this Agreement is: July 1, 2007 through June 30, 2008

3. The maximum amount of this Agreement is: $ 10,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	1 page
Check mark one item below as Exhibit D:	
☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	
☒ Exhibit - D* Special Terms and Conditions	1 page
Exhibit E – Additional Provisions	2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Pexis Corporation

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 6-15-07

PRINTED NAME AND TITLE OF PERSON SIGNING
Darryl Thibault, CEO

ADDRESS
3659 India Street, # 201, San Diego, CA 92103

STATE OF CALIFORNIA

AGENCY NAME
Board of Chiropractic Examiners

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 6/25/07

PRINTED NAME AND TITLE OF PERSON SIGNING
Brian J. Stiger, Acting Executive Director

ADDRESS
2525 Natomas Park Drive, Suite 260, Sacramento, CA 95833-2931

California Department of General Services Use Only

APPROVED
JUL - 6 2007
DEPT OF GENERAL SERVICES

☑ Exempt per:

EXHIBIT A
Scope of Work

The Board of Chiropractic Examiners (Board) Investigators, serves at the general direction of the Board's Executive Director and the lead of the Enforcement Program Manager. The investigators are expected to be knowledgeable with expertise in conducting investigations addressing violations of the Chiropractic Initiative Act or other applicable laws and regulations. The investigator's role is essential to the Board's enforcement of the law and protecting the health, welfare, and safety of the public.

A. Conduct independent and diverse administrative investigations against applicants for licensure and licensed chiropractors.

1. Detect or verify suspected violations of the Chiropractic Initiative Act, the California Code of Regulations, provisions of the Health and Safety Code, Business and Professions Code and other related codes.
2. Locate and interview suspects and witnesses and analyze and evaluate their testimony.
3. Examine a variety of records to secure or verify information concerning suspected violations and violators.
4. Contact and interview individuals and representatives of business and governmental organizations.
5. Gather, assemble, preserve, and report facts, statements or affidavits and other evidence for use in legal actions.
   a. Conduct undercover and surveillance operations.
   b. Investigate suspected misuse of license privileges.

B. Appear as a witness to present testimony in administrative actions.

1. Serve legal papers.
2. Interpret and explain the laws, rules, and regulations of the Board.
3. Cooperate and maintain liaison with Federal, State, and local law enforcement agencies.
4. Prepare correspondence, reports of investigations, affidavits and recommend action to be taken.
5. Prepare and serve investigative subpoenas, search warrants, subpoenas, and subpoena duces tecum.

C. Develop policies and procedures

1. Implement investigative policies and procedures, which specifically require law enforcement expertise. Act as technical advisor.

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

State Agency: Board of Chiropractic Examiners	Contractor: Pexis Corporation
Name: Brian J Stiger, Acting Executive Director	Name: Darryl Thibault
Phone: (916) 263-5359	Phone: (619) 297-9959
Fax: (916) 263-5369	Fax: (619) 297-9062

Direct all inquiries to:

State Agency: Board of Chiropractic Examiners	Contractor: Pexis Corporation
Section/Unit:	Section/Unit:
Attention: Brian J. Stiger, Acting Executive Director	Attention: Darryl Thibault
Address: 2525 Natomas Park Drive, Suite 260 Sacramento, CA 95833-2931	Address: 3659 India Street, # 201 San Diego, CA 92103
Phone: (916) 263-5359	Phone: (619) 297-9959
Fax: (916) 263-5690	Fax: (619) 297-9062

EXHIBIT B
Budget Detail and Payment Provisions

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

   Marlene Valencia
   Board of Chiropractic Examiners
   2525 Natomas Park Drive, Suite 260
   Sacramento, CA 95833-2931

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

   Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Personal Services**

Salary	($32.00 x 265 hours)	$ 8,480.00

Other Costs

Travel/Hotel (Mileage @ 44.5 a mile) (Parking)	$ 1,220.00
Rental Cars	$ 300.00
TOTAL COSTS	**$10,000.00**

EXHIBIT C
General Terms and Conditions

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT D
Special Terms And Conditions

PLEASE NOTE: This page will not be included with the final agreement. The Special Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT E
Additional Provisions

1. PROGRESS REPORTS

Contractor shall submit progress report to State representative, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Contractor to be reimbursed by invoicing, in detail, all costs and charges with Contract Number and sending to designated address.

Progress payments are permitted for work performed under this contract. Ten percent of the invoiced amount shall be withheld pending final completion of the contract, receipt, and acceptance by the Board of Chiropractic Examiners of any final reports required under the contract.

2. INVOICING PROCEDURES

In consideration for the satisfactory completion of the services described herein, the State agrees to pay the Contractor, in arrears, upon receipt of an invoice in duplicate, for services rendered under this agreement. The invoice shall be submitted by the Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and subcontractors and the hours allocated to those activities. The hourly rate for services rendered shall not exceed those as set forth.

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, the State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

3. CONFIDENTIALITY OF INFORMATION

A. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the Contractor as a result of services performed under this contract, except for statistical information not identifying any such person.
B. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.
C. The Contractor shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client or person
D. The Contract shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.
E. For purposes of this paragraph, identify shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

4. CONFLICT OF INTEREST

A firm will not be awarded a contract if the financial interests are held by a current officer or employee of the State. Additionally, a contract will not be awarded to an officer or employee of the State as an independent contractor to provide goods and service. Likewise, the contracting agency officials and employees shall also avoid actions resulting in or creating an appearance of:

1. Using an official position for private gain;
2. Giving preferential treatment to any particular person;
3. Losing independence or impartiality;
4. Making a decision outside official channels; and,
5. Affecting adversely the confidence of the public or local officials in the integrity of the program.

Former State employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from state service.

5. DISPUTES

Unless otherwise provided in This Agreement, any dispute concerning a question of fact arising under This Agreement which cannot be resolved informally shall be decided by the following two-step procedures.

The Contractor must provide written notice of the particulars of such disputes to the Project Coordinator or his/her duly appointed representative. The Project Coordinator must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the Project Coordinator's decision, the Contractor may appeal to the second level. Pending the decision on appeal, the Contractor shall proceed diligently with the performance of This Agreement in accordance with the Project Coordinator's decision.

The second level appeal must indicate why the Project Coordinator's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Coordinator's response. This letter shall be sent to the Executive Director or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Coordinator's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of This Agreement. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal.

6. RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 09/01)

AGREEMENT NUMBER
BCE-07-009

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

STATE AGENCY'S NAME
Board of Chiropractic Examiners

CONTRACTOR'S NAME
Ronald Strange, Sr. / Assurance Security Services

2. The term of this Agreement is: July 01, 2007 through June 30, 2008

3. The maximum amount of this Agreement is: $ 20,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	1 page
Check mark one item below as Exhibit D:	
☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	
☒ Exhibit - D* Special Terms and Conditions	1 page
Exhibit E – Additional Provisions	2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Ronald Strange, Sr.

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 6-26-07

PRINTED NAME AND TITLE OF PERSON SIGNING
Ronald Strange, Sr., President

ADDRESS
7201 Haven Avenue, Suite 452, Rancho Cucamonga, CA 91701

STATE OF CALIFORNIA

AGENCY NAME
Board of Chiropractic Examiners

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 7/6/07

PRINTED NAME AND TITLE OF PERSON SIGNING
Brian J. Stiger, Acting Executive Director

ADDRESS
2525 Natomas Park Drive, Suite 260, Sacramento, CA 95833-2931

California Department of General Services Use Only

APPROVED
JUL - 6 2007
DEPT OF GENERAL SERVICES

☐ Exempt per:

EXHIBIT A
Scope of Work

The Board of Chiropractic Examiners (Board) Investigators, serves at the general direction of the Board's Executive Director and the Enforcement Program Manager. The investigators are expected to be knowledgeable with expertise in conducting administrative investigations addressing violations of the Chiropractic Initiative Act or other applicable laws and regulations. The investigator's role is essential to the Board's enforcement of the law and protecting the health, welfare, and safety of the public.

A. Conduct independent and diverse administrative investigations against applicants for licensure and licensed chiropractors.

1. Detect or verify suspected violations of the Chiropractic Initiative Act, the California Code of Regulations, provisions of the Health and Safety Code, Business and Professions Code and other related codes.
2. Locate and interview suspects and witnesses and analyze and evaluate their testimony.
3. Examine a variety of records to secure or verify information concerning suspected violations and violators.
4. Contact and interview individuals and representatives of business and governmental organizations.
5. Gather, assemble, preserve, and report facts, statements or affidavits and other evidence for use in legal actions.
   a. Conduct undercover and surveillance operations.
   b. Investigate suspected misuse of license privileges.

B. Appear as a witness to present testimony in administrative actions.

1. Serve legal papers.
2. Interpret and explain the laws, rules, and regulations of the Board.
3. Cooperate and maintain liaison with Federal, State, and local law enforcement agencies.
4. Prepare correspondence, reports of investigations, affidavits and recommend action to be taken.
5. Prepare and serve investigative subpoenas, search warrants, subpoenas, and subpoena duces tecum.

C. Develop policies and procedures

1. Implement investigative policies and procedures, which specifically require law enforcement expertise. Act as technical advisor.

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

State Agency: Board of Chiropractic Examiners	Contractor: Assurance Security Services
Name: Brian J. Stiger, Acting Executive Director	Name: Ronald Strange, Sr.
Phone: (916) 263-5359	Phone: (909) 463-5773
Fax: (916) 263-5690	Fax: (909) 899-5258

Direct all inquiries to:

State Agency: Board of Chiropractic Examiners	Contractor: Assurance Security Services
Section/Unit:	Section/Unit:
Attention: Brian J. Stiger, Acting Executive Director	Attention: Ronald Strange, Sr.
Address: 2525 Natomas Park Drive, Suite 260 Sacramento, CA 95833-2931	Address: 7201 Haven Avenue, Suite 452 Rancho Cucamonga, CA 91701
Phone: (916) 263-5359	Phone: (909) 463-5773
Fax: (916) 263-5690	Fax: (909) 899-5258

EXHIBIT B
Budget Detail and Payment Provisions

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

   Marlene Valencia
   Board of Chiropractic Examiners
   2525 Natomas Park Drive, Suite 260
   Sacramento, CA 95833-2931

2. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

   Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Personal Services**

Salary	($32 x 500 hours)	$ 16,000.00

Other Costs

Travel/Hotel (Mileage @ 44.5 a mile) (Parking)	$ 3,500.00
Rental Cars	$ 500.00
TOTAL COSTS	**$20,000.00**

EXHIBIT C
General Terms and Conditions

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT D
Special Terms And Conditions

PLEASE NOTE: This page will not be included with the final agreement. The Special Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT E
Additional Provisions

1. PROGRESS REPORTS

Contractor shall submit progress report to State representative, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Contractor to be reimbursed by invoicing, in detail, all costs and charges with Contract Number and sending to designated address.

Progress payments are permitted for work performed under this contract. Ten percent of the invoiced amount shall be withheld pending final completion of the contract, receipt, and acceptance by the Board of Chiropractic Examiners of any final reports required under the contract.

2. INVOICING PROCEDURES

In consideration for the satisfactory completion of the services described herein, the State agrees to pay the Contractor, in arrears, upon receipt of an invoice, for services rendered under this agreement. The invoice shall be submitted by the Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and subcontractors and the hours allocated to those activities. The hourly rate for services rendered shall not exceed those as set forth.

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, the State may withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

3. CONFIDENTIALITY OF INFORMATION

A. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the Contractor as a result of services performed under this contract, except for statistical information not identifying any such person.

B. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.

C. The Contractor shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client or person

D. The Contract shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.

E. For purposes of this paragraph, identify shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

4. CONFLICT OF INTEREST

A firm will not be awarded a contract if the financial interests are held by a current officer or employee of the State. Additionally, a contract will not be awarded to an officer or employee of the State as an independent contractor to provide goods and service. Likewise, the contracting agency officials and employees shall also avoid actions resulting in or creating an appearance of:

1. Using an official position for private gain;
2. Giving preferential treatment to any particular person;
3. Losing independence or impartiality;
4. Making a decision outside official channels; and,
5. Affecting adversely the confidence of the public or local officials in the integrity of the program.

Former State employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from state service.

5. DISPUTES

Unless otherwise provided in This Agreement, any dispute concerning a question of fact arising under This Agreement which cannot be resolved informally shall be decided by the following two-step procedures.

The Contractor must provide written notice of the particulars of such disputes to the Project Coordinator or his/her duly appointed representative. The Project Coordinator must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the Project Coordinator's decision, the Contractor may appeal to the second level. Pending the decision on appeal, the Contractor shall proceed diligently with the performance of This Agreement in accordance with the Project Coordinator's decision.

The second level appeal must indicate why the Project Coordinator's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Coordinator's response. This letter shall be sent to the Executive Director or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Coordinator's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of This Agreement. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal.

6. RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.