

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (GDPH Rev 2/11)

REGISTRATION NUMBER EP 1200593	AGREEMENT NUMBER 11-10686
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Check here if additional pages are added: 1 page(s)

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

STATE AGENCY'S NAME California Department of Public Health	(Also referred to as CDPH or the State)
CONTRACTOR'S NAME Santa Barbara County Public Health Department	(Also referred to as Contractor)
- The term of this Agreement is: **January 1, 2012** through **December 31, 2014**
- The maximum amount of this Agreement is: **\$ 922,440**
Nine Hundred Twenty Two Thousand, Four Hundred and Forty Dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	32 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit B, Attachment I – Budget (Year 1)	2 pages
Exhibit B, Attachment II – Budget (Year 2)	2 pages
Exhibit B, Attachment III – Budget (Year 3)	2 pages
Exhibit B, Attachment IV – Budget (Year 4)	2 pages
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – HIPAA Business Associate Exhibit	12 pages
Exhibit I – Invoice Cover Letter Template	1 page
Exhibit J – 8-Line Item Invoice Template	1 page

Continued on page 2

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

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

CONTRACTOR	California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Santa Barbara County Public Health Department	
BY (Authorized Signature) DATE SIGNED (Do not type) 2/9/12	
PRINTED NAME AND TITLE OF PERSON SIGNING Takashi Wada, MD, MPH, Director & Health Officer	
ADDRESS c/o June English, Project Coordinator 345 Camino Del Remedio, Room 339, Santa Barbara, CA 93110	
STATE OF CALIFORNIA	
AGENCY NAME California Department of Public Health Angela Sales, Chief Contracts Management Unit B	<input checked="" type="checkbox"/> Exempt per: Revenue & Taxation Code 30461.6 (m); Health & Safety Code 104150
BY (Authorized Signature) DATE SIGNED (Do not type) 2/15/12	
PRINTED NAME AND TITLE OF PERSON SIGNING Sandra Winters, Chief, Contracts and Purchasing Services Section	
ADDRESS 1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377 Sacramento, CA 95899-7377	

4. Additional Exhibits (cont'd)

Exhibit K - Additional Budget Detail Invoice Template	1 page
Exhibit L - Staffing Report	1 page
Exhibit M - Contractor Equipment Purchased with CDPH Funds	2 pages
Exhibit N - Inventory/Disposition of CDPH-Funded Equipment	2 pages
Exhibit O - Core Program Performance Indicators	1 page
Exhibit P - Operational Requirements – Quality Clinical Services	7 pages
Exhibit Q - Operational Requirements – Tailored Health Education	4 pages
Exhibit R - <i>CDP: EWC</i> Regional Map	1 page
Exhibit S - Core Competency Requirements – Project Coordinator	2 pages
Exhibit T - Core Competency Requirements – Clinical Coordinator	2 pages
Exhibit U - Core Competency Requirements – Health Educator	2 pages

Exhibit A
Scope of Work

1. Service Overview

This is a contract providing direct services to the public and is mostly funded through state local assistance dollars. Through this contract, the Contractor will conduct tailored breast and cervical cancer public health education to priority populations of eligible women, and maintain a diverse primary care provider network for *Every Woman Counts (EWC)* programs. Responsibilities include specific activities to implement Tailored Health Education (THE), ensure Quality Clinical Services are provided, and optimize Professional Education. The contract goals and activities promote awareness and increase the number of women who are screened and re-screened for breast and cervical cancer and that high quality screening services are provided. Ultimately, the services provided through this agreement will help reduce mortality through breast and cervical cancer screening, stimulate change in health care and mobilize communities to enable all California women to receive timely, high quality screening services.

A. Program Components

This contract will focus on the delivery of services in two core program areas: Quality Clinical Services and Tailored Health Education.

1) Quality Clinical Services (see Exhibit P for Operational Requirements)

a. Provider Network

Provider network duties will be implemented by licensed clinical staff. Clinical staff are responsible for promoting and administering the *EWC* program to providers. Required activities include monitoring the size of the regional network, assuring that there are appropriate Primary Care Providers (PCPs) to serve the priority women, and recruiting, enrolling and disenrolling providers as per Cancer Detection Section (CDS) guidelines. Other activities include orienting new providers to CDS policies and procedures and providing ongoing technical assistance and/or training for existing providers as needed.

b. Provider Site Reviews and Continuous Quality Improvement (CQI)

Clinical staff will conduct provider site reviews utilizing the CDS standardized electronic site review tool. Site reviews will focus on reviewing PCP performance, adherence to CDS clinical standards, assuring that PCPs have the latest CDS information and tools, identifying areas that require technical assistance/training, and communicating the site visit findings to the appropriate site staff. Having a presence in the provider office allows clinical staff to establish a rapport with providers that will enhance the opportunity to identify and discuss the challenges providers face in providing quality screening and follow-up services.

Exhibit A
Scope of Work

The Provider Site Reviews assess the nine (9) clinical Core Program Performance Indicators and how well the provider meets the standards set by the Centers for Disease Control and Prevention (see Exhibit O).

c. Professional Education

Clinical staff will be responsible for the delivery of training to PCPs on the appropriate methods of reporting clinical service data and outcomes. CDS will provide a standardized curriculum in a variety of training formats for this purpose. Clinical staff will also recruit and enroll PCPs to attend CDS sponsored trainings.

All professional education activities will support the improvement of the nine (9) clinical Core Program Performance Indicators (see Exhibit O).

2) Tailored Health Education (see Exhibit Q for Operational Requirements)

Health Educators will be responsible for implementing breast and cervical cancer screening education to women age 50 and older in the CDS identified priority populations. Additionally, emphasis will be on reaching hard to reach women who have not accessed screening services. Tailored Health Education (THE) may be facilitated in small group educational sessions or individual encounters and must be culturally appropriate to the audience. CDS will provide a standardized breast and cervical cancer curriculum.

Implementation of Tailored Health Education activities supports the two (2) screening Core Program Performance Indicators (see Exhibit O).

2. Service Location

The services shall be performed throughout the Counties of Santa Barbara, Ventura, and San Luis Obispo.

3. Service Hours

The services shall be provided during a 40 hour work week, excluding state and federal holidays.

4. Project Representatives

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

California Department of Public Health Stephanie Roberson Telephone: (916) 449-5334 Fax: (916) 449-5310 E-mail: Stephanie.Roberson@cdph.ca.gov	Santa Barbara County Public Health Department Scott Mc Cann, PdD., LCSW Telephone: (805) 681-5270 Fax: (805) 681-5200 E-mail: Scott.mccann@sbcphd.com
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Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health Cancer Detection Section c/o Jorge Santiago 1616 Capitol Ave., Suite 74.421 P.O. Box 997377, M.S. 7203 Sacramento, CA, 95899-7377 Telephone: (916) 449-5329 Fax: (916) 449-5310 E-mail: Jorge.Santiago@cdph.ca.gov	Santa Barbara County Public Health Department c/o June English 345 Camino Del Remedio, Room 339 Santa Barbara, CA 93110 Telephone: (805) 681-4783 Fax: (805) 681-5159 E-mail: Jenglis@sbcphd.com
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Subcontract Requirements

- A. Subcontracts that are used in performance of the scope of work shall comply with the requirements specified in Provision 5 of Special Terms and Conditions Exhibit D(F).
- B. Superseding Provision 5, "Subcontract Requirements", of Exhibit D(F), "Special Terms and Conditions", prior written authorization will be required before a Contractor enters into or is reimbursed for a subcontract or consultant agreement of any funding amount.
- C. Subcontract and consultant agreements to complete SOW activities may only be allowed on a case-by-case basis, and must be fully justified in writing and approved in advance by The State.
- D. Promotoras/Community Health Workers, Interpreters, etc. are allowed and permitted to assist in SOW activities. These individuals would be hired through a subcontract or consultant agreement. Total expenditures for all subcontract and consultant agreements shall not exceed a maximum of \$10,000 per year.
- E. The State reserves the right to reject reimbursement for subcontract and consultant agreements if the agreement did not receive prior the State approval.

6. Staffing

- A. At a minimum, each contract must include the full time equivalent (FTE) of one (.80) Health Educator and one (1) Clinical Coordinator. Successful programs typically hire one full-time employee to staff each position.
- B. There must be a designated Project Coordinator with overall responsibility for contract deliverables and contract administration. Position cannot exceed .10 FTE.

Exhibit A
Scope of Work

The Project Coordinator position may be combined with either a Clinical Coordinator or Health Educator as long as all Core Competencies are met.

- C. The Contractor must adhere to the Core Competency Requirements for Project Coordinator, Clinical Coordinator, and Health Educator (see Exhibits S, T, and U), as well as meet the staffing requirements below in Item 6, A and B of this Exhibit. Contractor should demonstrate sufficient staffing to meet the SOW objectives and activities. The State reserves the right to approve or disapprove changes in key personnel.
- D. In order to ensure adequate funding of all contract deliverables, the State reserves the right to require the Contractor to reduce or eliminate any staffing position(s) in excess of the minimum required staffing pattern.
- E. Contractor shall submit Exhibit L, "Staffing Report", to the State by January 31, 2012 and upon any change in personnel or change in percent of time, to the address specified in this Exhibit, Section 4, Paragraph B. Prior approval is required for changes in staffing patterns that deviate from the original contract agreement.
- F. The following is the recommended staffing pattern and duties. Alternative patterns are acceptable; however, the State strongly recommends the minimum staffing described above.

1) Project Coordinator

- a. Typically this position will have at least five (5) years of experience working in a public health or community related setting in the clinical field, three (3) years of which were supervising health professionals and managing programs.
- b. Will have the ultimate responsibility of meeting the regional Core Program Performance Indicators and conducting administrative functions. Due to the clinical nature of the Core Program Performance Indicators, the State strongly recommends that the Project Coordinator has the ability to perform clinical activities for the contract.
- c. May also serve as a part-time Clinical Coordinator if individual meets both Project Coordinator Core Competency Requirements and Clinical Core Competency Requirements (see Exhibits S and T).
- d. Will serve as the liaison with the State.

2) Clinical Coordinator

- a. Typically this nurse will have at least five (5) years experience working in a public health or community setting.
- b. Will have the responsibility of performing tasks to achieve Program Component II, Quality Clinical Services.

Exhibit A
Scope of Work

3) Health Educator

- a. Will have the responsibility of performing tasks to achieve Program Component I, Tailored Health Education.

7. Meetings, Trainings, and Site Visits

- A. Contractors are required to attend and participate in meetings and trainings scheduled by the State. The State will not reimburse Contractors' travel expenses for partial attendance unless the State grants prior written approval to attend less than the full meeting.
- B. The State will perform at their discretion formal and/or informal site visits. Contractors will receive advance notice, not less than 48 hours prior to the site visit.
- C. When traveling out of Region for education or administrative purpose, contractors are required to submit a request to the State following formal procedures.
- D. The State will not reimburse expenses related to contractor time and travel if activities performed are not related to the Scope of Work.

8. Progress Reports

- A. Contractor shall submit Progress Reports postmarked no later than the due dates specified in subparagraph E below. Progress Reports are to be prepared in accordance with the information and a format provided by the State. Faxed Progress Reports are not acceptable.
- B. Failure to submit timely and acceptable Progress Reports is cause for invoice payments to Contractor to be reduced, delayed or disallowed.
- C. Contractor is required to follow all the State procedures for reporting information submitted in each Progress Report.
- D. Contractor's last monthly and/or final invoice will not be processed until an acceptable Final Progress Report has been received and approved by the State.
- E. Contractor shall submit one (1) original Progress Report, which describes accomplishments during the report period to the State at the address specified in this Exhibit, Section 4, paragraph B, in accordance with the following schedule:

	From	To	Due Date
1) First Report	01/01/12	06/30/12	07/31/12
2) Second Report	07/01/12	12/31/12	01/31/13
3) Third Report	01/01/13	06/30/13	07/31/13

Exhibit A
Scope of Work

4) Fourth Report	07/01/13	12/31/13	01/31/14
5) Fifth Report	01/01/14	06/30/14	07/31/14
6) Sixth/Final Report	07/01/14	12/31/14	12/31/14

- F. Contractor shall complete the State evaluation and needs assessment instruments and other evaluation requirements as directed by the State in accordance with a form and format prescribed by the State.
- G. Contractor shall coordinate and collaborate with the State or its designee to maximize statewide media/communication efforts, as directed and approved by the State.
- H. Contractors will be required to respond as necessary to any ad-hoc and/or final reports as designated by the State.

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

Exhibit A
Scope of Work
Year 1
(1/1/12-6/30/12)

PROGRAM COMPONENT I: TAILORED HEALTH EDUCATION			
Component Goal: Improve adherence to regular breast and cervical cancer screening and follow-up, especially within the priority populations of California women.			
OBJECTIVE 1: By June 30, 2012, the Regional Contractor will deliver THE to the assigned priority populations, as indicated in an annual Program Letter.			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>A. Provide THE to priority population women via a small group or one-on-one session using CDS-approved curricula. CDS will assign the total number of women in each priority population in an annual Program Letter.</p> <ul style="list-style-type: none"> • 100 percent of the total number of women must be reached by June 30, 2012 • 100 percent of each priority population must be reached by June 30, 2012 • 75 percent of the total must be reached via small group sessions (2 or more) by June 30, 2012 	Health Educator	January 1, 2012 through June 30, 2012	<p>Completed forms in RCMIS:</p> <ul style="list-style-type: none"> • THE Session Form • THE Participant Form • Sign-in Form
<p>B. Establish collaborative relationships with community organizations that represent appropriate priority populations, as specified in an annual Program Letter.</p>	Health Educator	January 1, 2012 through June 30, 2012	RCMIS Report of Community Collaboration Form

Exhibit A
Scope of Work
Year 1
(1/1/12-6/30/12)

PROGRAM COMPONENT I: TAILORED HEALTH EDUCATION				
Component Goal: Improve adherence to regular breast and cervical cancer screening and follow-up, especially within the priority populations of California women.				
OBJECTIVE 1: By June 30, 2012, the Regional Contractor will deliver THE to the assigned priority populations, as indicated in an annual Program Letter.				
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)	
C. Recruit and/or orient age and priority population-appropriate Community Health Workers (CHW) as specified in an annual Program Letter, to assist with SOW activities.	Health Educator	January 1, 2012 through June 30, 2012	<ul style="list-style-type: none"> CHW Roster CHW Orientation Checklist 	
D. Participate in CDS' THE CDI evaluation. <ul style="list-style-type: none"> Attend THE CDI training Enter THE CDI codes into web database Distribute THE CDI codes at THE sessions 	Health Educator	January 1, 2012 through June 30, 2012	Evaluation Training Log	

Exhibit A
Scope of Work
Year 1
(1/1/12-6/30/12)

PROGRAM COMPONENT I: TAILORED HEALTH EDUCATION				
OBJECTIVE 2: By June 30, 2012, program will develop a staffing plan for patient navigation services for women 50 years of age and over.				
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)	
A. Determine feasibility of CHW interest with patient navigation services from the existing pool of CHWs.	Health Educator	January 1, 2012 through June 30, 2012	Feasibility Report for existing CHWs	
B. Approach new CHWs, if applicable, and assess interest in patient navigation services.	Health Educator	January 1, 2012 through June 30, 2012	Feasibility Report for new CHWs	
C. Provide EWC with CHW Roster via transmittal.	Health Educator	January 1, 2012 through June 30, 2012	Completed Transmittal Form	

Exhibit A
Scope of Work
Year 1
(1/1/12-6/30/12)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.

OBJECTIVE 1: By June 30, 2012, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>A. Support a network of active enrolled PCP sites.</p> <ul style="list-style-type: none"> • Manage a network of enrolled providers providing quality clinical services as directed by CDS (i.e., increase or decrease provider network and disenrollment based on program compliance) • Maintain or improve provider data reporting levels at or above 50 percent • Monitor performances of providers and participate in CDS directed action plans to improve provider performance • Provide ongoing EWC program orientation, training, and technical assistance (TA) to enrolled providers and their staff • Coordinate recording and resolution of patient complaints referred by 1-800 	<p>Clinical Coordinator (CC)</p>	<p>January 1, 2012 through June 30, 2012</p>	<ul style="list-style-type: none"> • Enrolled Provider File including physical addresses and contacts, updated monthly in RCMIS • Report of PCP New Staff Orientation • Report of PCP TA • Report of outcome of corrective action plan implemented to improve provider performance, including percent of data submission • Report of Patient Complaints and Resolution

Exhibit A
Scope of Work
Year 1
(1/1/12-6/30/12)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.

OBJECTIVE 1: By June 30, 2012, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
consumer number and by direct contact. CCs determine if HE's involvement in complaint resolution is needed <ul style="list-style-type: none"> • Review within 10 days of receipt • Maintain a log of all completed activities • Record complaints resolved and make available in confidential format to CDS within two weeks upon request 			
B. Conduct a Site Review at PCP physical sites, using CDS tools and protocols. The number of Site Reviews will be determined by the number of Clinical Coordinator positions allocated per region and assigned annually in a Program Letter.	CC	January 1, 2012 through June 30, 2012	Completed Site Review tool(s)

Exhibit A
Scope of Work
Year 1
(1/1/12-6/30/12)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

<p>Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.</p>			
<p>OBJECTIVE 1: By June 30, 2012, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPPIs). See Exhibit O.</p>			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>C. Participate in Continuous Quality Improvement (CQI) projects as determined by CDS.</p>	CC	January 1, 2012 through June 30, 2012	<ul style="list-style-type: none"> Report of CQI activities Submission of completed CQI activities by CDS determined deadline
<p>D. Deliver ongoing CPPI technical assistance/training as needed. Provide Mandatory CPPI training to 100 percent of providers identified by CDS as having a significant data reporting problem. Provide corrective action plan if region does not meet 9 CPPI indicators.</p>	CC	January 1, 2012 through June 30, 2012	<ul style="list-style-type: none"> Report of ongoing CPPI TA Report of ongoing CPPI training Report of mandatory CPPI training Provide analysis of CPPI outcome, develop corrective action plan including ongoing improvement efforts.

Exhibit A
Scope of Work
Year 1
(1/1/12-6/30/12)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.			
OBJECTIVE 1: By June 30, 2012, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPPIs). See Exhibit O.			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>E. Recruit clinicians to attend cervical training as scheduled. Recruitment of clinicians including the number of trainings/participants will be determined annually in a Program Letter.</p> <p>Track enrolled providers on the designated website.</p>	CC	January 1, 2012 through June 30, 2012	<ul style="list-style-type: none"> Report of clinicians trained & untrained Copies of recruitment materials on file

Exhibit A
Scope of Work
Year 2
(07/01/12 – 6/30/13)

PROGRAM COMPONENT I: TAILORED HEALTH EDUCATION			
Component Goal: Improve adherence to regular breast and cervical cancer screening and follow-up, especially within the priority populations of California women.			
OBJECTIVE 1: By June 30, 2013, the Regional Contractor will deliver THE to the assigned priority populations, as indicated in an annual Program Letter.			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>A. Provide THE to priority population women via a small group or one-on-one session using CDS-approved curricula. CDS will assign the total number of women in each priority population in an annual Program Letter.</p> <ul style="list-style-type: none"> • 100 percent of the total number of women must be reached by June 30, 2013 • 100 percent of each priority population must be reached by June 30, 2013 • 75 percent of the total must be reached via small group session (2 or more) by June 30, 2013 	Health Educator	July 1 2012 through June 30, 2013	<p>Completed forms in RCMIS:</p> <ul style="list-style-type: none"> • THE Session Form • THE Participant Form • Sign-in Form
<p>B. Establish collaborative relationships with community organizations that represent appropriate priority populations, as specified in an annual Program Letter.</p>	Health Educator	July 1, 2012 through June 30, 2013	RCMIS Report of Community Collaboration Form

Exhibit A
Scope of Work
Year 2
(07/01/12 – 6/30/13)

PROGRAM COMPONENT I: TAILORED HEALTH EDUCATION			
Component Goal: Improve adherence to regular breast and cervical cancer screening and follow-up, especially within the priority populations of California women.			
OBJECTIVE 1: By June 30, 2013, the Regional Contractor will deliver THE to the assigned priority populations, as indicated in an annual Program Letter.			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
C. Recruit and/or orient age and priority population- appropriate CHWs, as specified in an annual Program Letter, to assist with SOW activities.	Health Educator	July 1, 2012 through June 30, 2013	<ul style="list-style-type: none"> • CHW Roster • CHW Orientation Checklist

Exhibit A
Scope of Work
Year 2
(07/01/12 – 6/30/13)

PROGRAM COMPONENT 1: TAILORED HEALTH EDUCATION

Component Goal: Improve the likelihood that women reached through THE will schedule appointments with and receive breast and cervical cancer screening services from EWC providers.

OBJECTIVE 2: By June 30, 2013, program will develop a staffing plan for patient navigation services for women 50 years of age and over.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
A. Determine patients for navigation services.	CHW	July 1, 2012 through June 30, 2013	Patient Log
B. Follow up with selected participants with phone calls after the THE session.	CHW	July 1, 2012 through June 30, 2013	Phone Log
C. Accompany participants to appointments.	CHW	July 1, 2012 through June 30, 2013	Travel Log

Exhibit A
Scope of Work
Year 2
(07/01/12 – 6/30/13)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.

OBJECTIVE 1: By June 30, 2013, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>A. Support a network of active enrolled PCP sites.</p> <ul style="list-style-type: none"> • Manage a network of enrolled providers providing quality clinical services as directed by CDS (i.e., increase or decrease provider network and disenrollment based on program compliance) • Maintain or improve provider data reporting levels at or above 50 percent • Monitor performances of providers and participate in CDS directed action plans to improve provider performance • Provide ongoing <i>CDP</i>: <i>EWC</i> program orientation, training, and technical assistance (TA) to enrolled providers and their staff 	CC	July 1, 2012 through June 30, 2013	<ul style="list-style-type: none"> • Enrolled Provider File including physical addresses and contacts, updated monthly in RCMIS • Report of PCP New Staff Orientation • Report of PCP TA • Report of outcome of corrective action plan implemented to improve provider performance, including percent of data submission • Report of Patient Complaints and Resolution

Exhibit A
Scope of Work
Year 2
(07/01/12 – 6/30/13)

PROGRAM COMPONENT III: QUALITY CLINICAL SERVICES			
<p>Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.</p>			
<p>OBJECTIVE 1: By June 30, 2013, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.</p>			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<ul style="list-style-type: none"> Coordinate recording and resolution of patient complaints referred by 1-800 number and by direct contact. CCs determine if HE's involvement in complaint resolution is needed 			
<p>B. Conduct a Site Review at PCP physical sites, using CDS tools and protocols. The number of Site Reviews will be determined by the number of Clinical Coordinator positions allocated per region and assigned annually in a Program Letter.</p> <p>50 percent complete by June 30, 2013</p>	CC	<p>July 1, 2012 through June 30, 2013</p> <p>June 30, 2013</p>	Completed Site Review tool(s)

Exhibit A
Scope of Work
Year 2
(07/01/14 – 6/30/13)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.

OBJECTIVE 1: By June 30, 2013, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPPIs). See Exhibit O.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
C. Participate in Continuous Quality Improvement (CQI) projects as determined by CDS.	CC	July 1, 2012 through June 30, 2013	<ul style="list-style-type: none"> • Report of CQI activities • Submission of completed CQI activities by CDS determined deadline
D. Deliver ongoing CPPI technical assistance/training as needed. Provide Mandatory CPPI training to 100 percent of providers identified by CDS as having a significant data reporting problem. Provide corrective action plan if region does not meet 9 CPPI indicators.	CC	July 1, 2012 through June 30, 2013	<ul style="list-style-type: none"> • Report of ongoing CPPI TA • Report of ongoing CPPI training • Report of mandatory CPPI training • Provide analysis of CPPI outcome, develop corrective action plan including ongoing improvement efforts.

Exhibit A
Scope of Work
Year 2
(07/01/14 – 6/30/13)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.

OBJECTIVE 1: By June 30, 2013, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
E. Recruit clinicians to attend cervical training as scheduled. Recruitment of clinicians including the number of trainings/participants will be determined annually in a Program Letter. Track enrolled providers on the designated website	CC	July 1, 2012 through June 30, 2013	<ul style="list-style-type: none"> • Report of clinicians trained & untrained • Copies of recruitment materials on file

Exhibit A
Scope of Work
Year 3
(07/01/13 – 6/30/14)

PROGRAM COMPONENT I: TAILORED HEALTH EDUCATION			
Component Goal: Improve adherence to regular breast and cervical cancer screening and follow-up, especially within the priority populations of California women.			
OBJECTIVE 1: By June 30, 2014, the Regional Contractor will deliver THE to the assigned priority populations, as indicated in an annual Program Letter.			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>A. Provide THE to priority population women via a small group or one-on-one session using CDS-approved curricula. CDS will assign the total number of women in each priority population in an annual Program Letter.</p> <ul style="list-style-type: none"> • 100 percent of the total number of women must be reached by June 30, 2014 • 100 percent of each priority population must be reached by June 30, 2014 • 75 percent of the total must be reached via small group session (2 or more) by June 30, 2014 	Health Educator	July 1, 2013 through June 30, 2014	<p>Completed forms in RCMIS:</p> <ul style="list-style-type: none"> • THE Session Form • THE Participant Form • Sign-in Form
<p>B. Establish collaborative relationships with community organizations that represent appropriate priority populations, as specified in an annual Program Letter.</p>	Health Educator	July 1, 2013 through June 30, 2014	RCMIS Report of Community Collaboration Form

Exhibit A
Scope of Work
Year 3
(07/01/13 – 6/30/14)

PROGRAM COMPONENT I: TAILORED HEALTH EDUCATION			
<p>Component Goal: Improve adherence to regular breast and cervical cancer screening and follow-up, especially within the priority populations of California women.</p>			
<p>OBJECTIVE 1: By June 30, 2014, the Regional Contractor will deliver THE to the assigned priority populations, as indicated in an annual Program Letter.</p>			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>C. Recruit and/or orient age and priority population- appropriate CHWs, as specified in an annual Program Letter, to assist with SOW activities.</p>	<p>Health Educator</p>	<p>July 1, 2013 through June 30, 2014</p>	<ul style="list-style-type: none"> • CHW Roster • CHW Orientation Checklist

Exhibit A
Scope of Work
Year 3
(07/01/13 – 6/30/14)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.

OBJECTIVE 1: By June 30, 2014, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>A. Support a network of active enrolled PCP sites.</p> <ul style="list-style-type: none"> • Manage a network of enrolled providers providing quality clinical services as directed by CDS (i.e., increase or decrease provider network and disenrollment based on program compliance) • Maintain or improve provider data reporting levels at or above 50 percent • Monitor performances of providers and participate in CDS directed action plans to improve provider performance • Provide ongoing EWC program orientation, training, and technical assistance (TA) to enrolled providers and their staff 	CC	July 1, 2013 through June 30, 2014	<ul style="list-style-type: none"> • Enrolled Provider File including physical addresses and contacts, updated monthly in RCMIS • Report of PCP New Staff Orientation • Report of PCP TA • Report of outcome of corrective action plan implemented to improve provider performance, including percent of data submission • Report of Patient Complaints and Resolution

Exhibit A
Scope of Work
Year 3
(07/01/13 – 6/30/14)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
<p>Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.</p>			
<p>OBJECTIVE 1: By June 30, 2014, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.</p>			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<ul style="list-style-type: none"> • Coordinate recording and resolution of patient complaints referred by 1-800 consumer number and by direct contact. CCs determine if HE's involvement in complaint resolution is needed • Review within 10 days of receipt • Maintain a log of all completed activities • Record complaints resolved and make available in confidential format to CDS within two weeks upon request 			
<p>B. Conduct a Site Review at PCP physical sites, using CDS tools and protocols. The number of Site Reviews will be determined by the number of Clinical Coordinator positions allocated per region and assigned annually in a Program Letter. 50 percent completed by June 30, 2014</p>	CC	<p>July 1, 2013 through June 30, 2014</p> <p>June 30, 2014</p>	Completed Site Review tool(s)

Exhibit A
Scope of Work
Year 3
(07/01/13 – 6/30/14)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

<p>Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.</p>			
<p>OBJECTIVE 1: By June 30, 2014, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.</p>			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>C. Participate in Continuous Quality Improvement (CQI) projects as determined by CDS.</p>	CC	July 1, 2013 through June 30, 2014	<ul style="list-style-type: none"> • Report of CQI activities • Submission of completed CQI activities by CDS determined deadline
<p>D. Deliver ongoing CPPI technical assistance/training as needed. Provide Mandatory CPPI training to 100 percent of providers identified by CDS as having a significant data reporting problem. Provide corrective action plan if region does not meet 9 CPPI indicators.</p>	CC	July 1, 2013 through June 30, 2014	<ul style="list-style-type: none"> • Report of ongoing CPPI TA • Report of ongoing CPPI training • Report of mandatory CPPI training • Provide analysis of CPPI outcome, develop corrective action plan including ongoing improvement efforts.

Exhibit A
Scope of Work
Year 3
(07/01/13 – 6/30/14)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
<p>Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.</p>			
<p>OBJECTIVE 1: By June 30, 2014, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.</p>			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>E: Recruit clinicians to attend cervical training as scheduled. Recruitment of clinicians including the number of trainings/participants will be determined annually in a Program Letter. Track enrolled providers on the designated website.</p>	CC	July 1, 2013 through June 30, 2014	<ul style="list-style-type: none"> • Report of clinicians trained & untrained • Copies of recruitment materials on file

Exhibit A
Scope of Work
Year 4
(07/01/14 – 12/31/14)

PROGRAM COMPONENT I: TAILORED HEALTH EDUCATION			
Component Goal: Improve adherence to regular breast and cervical cancer screening and follow-up, especially within the priority populations of California women.			
OBJECTIVE 1: By December 31, 2014, the Regional Contractor will deliver THE to the assigned priority populations, as indicated in an annual Program Letter.			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>A. Provide THE to priority population women via a small group or one-on-one session using CDS-approved curricula. CDS will assign the total number of women in each priority population in an annual Program Letter.</p> <ul style="list-style-type: none"> • 100 percent of the total number of women must be reached by December 31, 2014 • 100 percent of each priority population must be reached by December 31, 2014 • 75 percent of the total must be reached via small group session (2 or more) by December 31, 2014 	Health Educator	July 1, 2014 through Dec 31, 2014	<p>Completed forms in RCMIS:</p> <ul style="list-style-type: none"> • THE Session Form • THE Participant Form • Sign-in Form
<p>B. Establish collaborative relationships with community organizations that represent appropriate priority populations, as specified in an annual Program Letter</p>	Health Educator	July 1, 2014 through Dec 31, 2014	RCMIS Report of Community Collaboration Form

Exhibit A
Scope of Work
Year 4
(07/01/14 – 12/31/14)

PROGRAM COMPONENT I: TAILORED HEALTH EDUCATION			
Component Goal: Improve adherence to regular breast and cervical cancer screening and follow-up, especially within the priority populations of California women.			
OBJECTIVE 1: By December 31, 2014, the Regional Contractor will deliver THE to the assigned priority populations, as indicated in an annual Program Letter.			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
C. Recruit and/or orient age and priority population- appropriate CHWs, as specified in an annual Program Letter, to assist with SOW activities.	Health Educator	July 1, 2014 through Dec 31, 2014	<ul style="list-style-type: none"> • CHW Roster • CHW Orientation Checklist

Exhibit A
Scope of Work
Year 4
(07/01/14 – 12/31/14)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.

OBJECTIVE 1: By June 30, 2014, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>A. Support a network of active enrolled PCP sites.</p> <ul style="list-style-type: none"> • Manage a network of enrolled providers providing quality clinical services as directed by CDS (i.e., increase or decrease provider network and disenrollment based on program compliance) • Maintain or improve provider data reporting levels at or above 50 percent • Monitor performances of providers and participate in CDS directed action plans to improve provider performance • Provide ongoing EWC program orientation, training, and technical assistance (TA) to enrolled providers and their staff • Coordinate recording and resolution of patient complaints referred by 1-800 	<p>CC</p>	<p>July 1, 2014 through Dec 31, 2014</p>	<ul style="list-style-type: none"> • Enrolled Provider File including physical addresses and contacts, updated monthly in RCMIS • Report of PCP New Staff Orientation • Report of PCP TA • Report of outcome of corrective action plan implemented to improve provider performance, including percent of data submission • Report of Patient Complaints and Resolution

Exhibit A
Scope of Work
Year 4
(07/01/14 – 12/31/14)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
<p>Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.</p>			
<p>OBJECTIVE 1: By June 30, 2014, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.</p>			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
<p>consumer number and by direct contact. CCs determine if HE's involvement in complaint resolution is needed</p> <ul style="list-style-type: none"> Review within 10 days of receipt Maintain a log of all completed activities Record complaints resolved and make available in confidential format to CDS within two weeks upon request 			
<p>B. Conduct a Site Review at PCP physical sites, using CDS tools and protocols. The number of Site Reviews will be determined by the number of Clinical Coordinator positions allocated per region and assigned annually in a Program Letter. 50 percent completed by December 31, 2014</p>	CC	<p>July 1, 2014 through Dec 31, 2014 Dec 31, 2014</p>	Completed Site Review tool(s)

Exhibit A
Scope of Work
Year 4
(07/01/14 – 12/31/14)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.			
OBJECTIVE 1: By June 30, 2014, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
C. Participate in Continuous Quality Improvement (CQI) projects as determined by CDS.	CC	July 1, 2014 through Dec 31, 2014	<ul style="list-style-type: none"> • Report of CQI activities • Submission of completed CQI activities by CDS determined deadline
D. Deliver ongoing CPPI technical assistance/training as needed. Provide Mandatory CPPI training to 100 percent of providers identified by CDS as having a significant data reporting problem. Provide corrective action plan if region does not meet 9 CPPI indicators.	CC	July 1, 2014 through Dec 31, 2014	<ul style="list-style-type: none"> • Report of ongoing CPPI TA • Report of ongoing CPPI training • Report of mandatory CPPI training • Provide analysis of CPPI outcome, develop corrective action plan including ongoing improvement efforts.

Exhibit A
Scope of Work
Year 4
(07/01/14 – 12/31/14)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
Component Goal: Identify and maintain a network of Primary Care Providers (PCPs) that will implement, document, and report quality clinical services throughout California.			
OBJECTIVE 1: By June 30, 2014, the Contractor will improve or maintain provider performance on the 9 (nine) clinical related Core Program Performance Indicators (CPIs). See Exhibit O.			
Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
E. Recruit clinicians to attend cervical training as scheduled. Recruitment of clinicians including the number of trainings/participants will be determined annually in a Program Letter. Track enrolled providers on the designated website.	CC	July 1, 2014 through Dec 31, 2014	<ul style="list-style-type: none"> • Report of clinicians trained & untrained • Copies of recruitment materials on file

Budget Justification
Year 1
1/1/12 to 6/30/12

A. <u>Personnel Expenses</u>	<u>Amount Requested</u>
1. Project Coordinator/Health Educator J. English, M.P.H. Range \$3,487- \$3,861 biweekly x 6 months at 0.8 FTE	\$38,050

This position will serve as the combined Project Coordinator/Health Educator for the Partnership/overall manager for the contract and the Health Educator to cover this large three county region, CDS contact person, and the overall project evaluator. This position will be filled by the current partnership's director, who meets the Core Competencies for both the Project Coordinator and the Health Educator with an M.P.H. from an accredited university school of public health, with 14 years experience on CDP program partnership and expertise in health education. Responsibilities include oversight of program implementation, supervision of Clinical Coordinator and Community Health Workers; coordination of staff and volunteers; program development and implementation; submission of progress reports; contractual and fiscal management including working with accounting to prepare budgets, budget justifications, revisions, and monthly invoices; and general coordination of the program. This position will also coordinate with the Clinical Coordinator on provider network development and maintenance, provider training, and technical assistance with other duties as specified in the Year 1 scope of work for the health educator. Health Education duties include: to plan, coordinate, and implement tailored education/outreach activities using the CDS approved curriculum, implement the CDS incentive program, oversee CHW activity with targeted, focused outreach and recruitment of underserved CDP eligible priority population women throughout the region; evaluate tailored health education classes, approaches, and cultural appropriateness; complete the appropriate online CDS progress report; and uphold HIPAA regulations and policies as they apply to the SOW. Project coordination duties will not exceed .10 FTE. The current amount shown falls within the CDS approved salary range for the prior contract.

2. Clinical Coordinator: M. Ratcliff, B.S.N. Range \$3,329 – \$3,684 biweekly x 6 months at 1.0 FTE	\$45,397
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This position will maintain the regional provider network; assist providers in developing follow up and tracking systems; assess providers needs, barriers, and

resources; conduct provider site visits, chart reviews, and monitoring; coordinate and/or conduct primary care provider trainings; assure that client information is handled according to HIPAA guidelines; and assure that providers conduct client follow up and access to treatment. This position will also serve as the Privacy Officer and provide confidentiality/privacy training. This position will be filled by current clinical coordinator with B.S.N. from an accredited university school of nursing with 20+ years of experience. The current amount shown falls within the CDS approved salary range for the prior contract.

Total Salaries: \$83,447

B. Fringe Benefits: (between 45-51% of Total Salaries) \$42,558
Fringe Benefits include, depending on personnel classification: FICA, State Unemployment, State Disability Insurance, Worker's Compensation, Health Insurance, Dental Insurance, Vision, and Retirement. Percentage approved by CDS for prior contract to reflect county-union mandated agreement.

Total Personnel Expenses \$126,005

C. Operating Expenses

1. General Expenses \$7,401

Includes anticipated postage and copying costs, office supplies such as pens, pencils, paper, toner, etc. This also includes quarterly data processing and software maintenance costs. and monthly costs related to telephones and fax machine. Includes the purchase of one portable media projector (\$840) for program staff use at provider site trainings and at tailored health education classes. There is no cost for office space in this county-owned facility.

D. Equipment \$ 0

E. Travel \$3,112

1. Required State Travel

Includes travel and per diem of 2 staff persons to travel to 1 or more CDS State Sponsored mandatory trainings or meetings in Sacramento or other mandatory State Sponsored meetings at currently approved State reimbursement rates for mileage (rate of \$.551 / mile). Subtotal \$1,600

2. Agency Local Travel.

Local travel and per diem expenses in accordance with currently approved State reimbursement and per diem rates. Travel reimbursed at \$.551 per mile. Region encompasses large geographic area. Includes travel expenses for staff to set up

and conduct for 40+ tailored educational events for target population women and/or conduct provider site visits, trainings, etc. Includes county motor pool charges for travel and private car mileage. Subtotal \$1,512

F. Subcontracts

\$750

Provides hourly stipend at rate of pay within the CDS designated range rate of \$15 to \$25 per hour to non-contracted mature CDS approved Community Health Worker (CHW) from the designated state priority populations. CHWs have been previously trained by the Project Coordinator-Health Educator in the CDS approved curriculum for CHWs, to assist the combined Project Coordinator/Health Educator at small group tailored health education sessions (THE) to teach CDS approved curriculum to CDP eligible, CDP priority population women.

G. Other Costs

0

H. Indirect Expenses

\$16,472

Not to exceed 12% of Direct Expenses. Indirect costs are limited to the first \$25,000 of each subcontract or consultant.

Total Budget Amount

\$153,740

Budget Justification
Year 2
7/1/12 to 6/30/13

A. <u>Personnel Expenses</u>	<u>Amount Requested</u>
1. Project Coordinator/Health Educator J. English, M.P.H. Range \$3,487- \$3,861 biweekly x 12 months at 0.8 FTE	\$73,742

This position will serve as the combined Project Coordinator/Health Educator for the Partnership/overall manager for the contract and the Health Educator to cover this large three county region, CDS contact person, and the overall project evaluator. This position will be filled by the current partnership's director, who meets the Core Competencies for both the Project Coordinator and the Health Educator with an M.P.H. from an accredited university school of public health, with 14 years experience on CDP program partnership and expertise in health education. Responsibilities include oversight of program implementation, supervision of Clinical Coordinator, Health Educator, and Community Health Workers; coordination of staff and volunteers; program development and implementation; submission of progress reports; contractual and fiscal management including working with accounting to prepare budgets, budget justifications, revisions, and monthly invoices; and general coordination of the program. This position will also coordinate with the Clinical Coordinator on provider network development and maintenance, provider training, and technical assistance with other duties as specified in the scope of work for the health educator. Health Education duties include: to plan, coordinate, and implement tailored education/outreach activities using the CDS approved curriculum, implement the CDS incentive program, oversee CHW activity with targeted, focused tailored health education and recruitment of underserved CDP eligible priority population women throughout the region; evaluate tailored health education classes, approaches, and cultural appropriateness; complete the appropriate online CDS progress report; and uphold HIPAA regulations and policies as they apply to the SOW. Project coordination duties will not exceed .10 FTE. The current amount shown falls within the CDS approved salary range for the prior contract.

2. Clinical Services Coordinator: M. Ratcliff, B.S.N. Range \$3,329 – \$3,684 biweekly x 12 months at 1.0 FTE	\$87,982
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This position will maintain the regional provider network; assist providers in developing follow up and tracking systems; assess providers needs, barriers, and resources; conduct provider site visits, chart reviews, and monitoring; coordinate and/or conduct primary care provider trainings; assure that client information is handled according to HIPAA guidelines; and assure that providers conduct client

follow up and access to treatment. This position will also serve as the Privacy Officer and provide confidentiality/privacy training. This position will be filled by current clinical coordinator with B.S.N. from an accredited university school of nursing with 20+ years of experience. The current amount shown falls within the CDS approved salary range for the prior contract.

3. Health Educator \$13,254

This part time, limited term (extra help civil service) position will assist Project Coordinator/Health Educator to provide tailored health education services to priority population women in large 3-county region. This position will be filled by an individual who meets the Core Competency requirement for the Health Educator with an M.P.H. from an accredited university school of public health and expertise in health education. Duties include: to plan, coordinate, and implement tailored education/outreach activities using the CDS approved curriculum, implement the CDS incentive program and other health educator SOW duties assigned by CDS, oversee CHW activity with targeted, focused tailored health education and recruitment of underserved CDP eligible priority population women throughout the region (but primarily in the northern portion of the region); evaluate tailored health education classes, approaches, and cultural appropriateness; complete the appropriate online CDS progress report; and uphold HIPAA regulations and policies as they apply to the SOW. If the County Human Resources Department does not approve the request to hire an individual as an extra help employee with appropriate benefits, the individual will have to be hired as a contractor. The current amount shown falls within the CDS approved salary range for the same position in a prior CDS contract.

Total Salaries: **\$174,978**

B. Fringe Benefits: (between 45-51% of Total Salaries) **\$83,144**

Fringe Benefits include, depending on personnel classification: FICA, State Unemployment, State Disability Insurance, Worker's Compensation, Health Insurance, Dental Insurance, Vision, and Retirement. Percentage approved by CDS for prior contract to reflect county-union mandated agreement.

Total Personnel Expenses **\$258,122**

C. Operating Expenses

1. General Expenses **\$8,689**

Includes anticipated postage and copying costs, office supplies such as pens, pencils, paper, toner, etc. Also includes monthly costs related to telephones and fax machine, data processing, and IT support charges. There is no cost for office space in this county-owned facility.

D. Equipment **\$ 0**

E. Travel **\$6,225**

1. Required State Travel

Includes travel and per diem of 3 staff persons to travel to 1 or more CDS State Sponsored mandatory trainings or meetings in Sacramento or other mandatory State Sponsored meetings at currently approved State reimbursement rates for mileage (rate of \$.551 / mile). Subtotal \$3,200

2. Agency Local Travel.

Local travel and per diem expenses in accordance with currently approved State reimbursement and per diem rates. Travel reimbursed at \$.551 per mile. Region encompasses large geographic area. Includes travel expenses for staff to set up and conduct for 40+ tailored educational events for target population women and/or conduct provider site visits, trainings, etc. Includes county motor pool charges for travel and private car mileage. Includes private car mileage for community health workers as well. Subtotal \$3,025.

F. Subcontracts **\$1,500**

Provides hourly stipend at rate of pay within the CDS designated range rate of \$15 to \$25 per hour to non-contracted mature CDS approved Community Health Care Workers (CHW) from the designated state priority populations. CHWs have been previously trained by the Project Coordinator-Health Educator in the CDS approved curriculum for CHWs, to assist the combined Project Coordinator/Health Educator at small group tailored health education sessions (THE) to teach CDS approved curriculum to CDP eligible, CDP priority population women.

G. Other Costs **0**

H. Indirect Expenses **\$32,994**

Not to exceed 12% of Direct Expenses. Indirect costs are limited to the first \$25,000 of each subcontract or consultant.

Total Budget Amount **\$307,480**

Budget Justification
Year 3
7/1/13 to 6/30/14

A. Personnel Expenses Amount Requested

1. Project Coordinator/Health Educator J. English, M.P.H. **\$77,749**
Range \$3,487- \$3,861 biweekly x 12 months at 0.8 FTE

This position will serve as the combined Project Coordinator/Health Educator for the Partnership/overall manager for the contract and the Health Educator to cover this large three county region, CDS contact person, and the overall project evaluator. This position will be filled by the current partnership's director, who meets the Core Competencies for both the Project Coordinator and the Health Educator with an M.P.H. from an accredited university school of public health, with 14 years experience on CDP program partnership and expertise in health education. Responsibilities include oversight of program implementation, supervision of Clinical Coordinator and Community Health Workers; coordination of staff and volunteers; program development and implementation; submission of progress reports; contractual and fiscal management including working with accounting to prepare budgets, budget justifications, revisions, and monthly invoices; and general coordination of the program. This position will also coordinate with the Clinical Coordinator on provider network development and maintenance, provider training, and technical assistance with other duties as specified in the scope of work for the health educator. Health Education duties include: to plan, coordinate, and implement tailored education/outreach activities using the CDS approved curriculum, implement the CDS incentive program, oversee CHW activity with targeted, focused outreach and recruitment of underserved CDP eligible priority population women throughout the region; evaluate tailored health education classes, approaches, and cultural appropriateness; complete the appropriate online CDS progress report; and uphold HIPAA regulations and policies as they apply to the SOW. Project coordination duties will not exceed .10 FTE. The current amount shown falls within the CDS approved salary range for the prior contract.

2. Clinical Coordinator: M. Ratcliff, B.S.N. **\$92,787**
Range \$3,329 – \$3,684 biweekly x 12 months at 1.0 FTE

This position will maintain the regional provider network; assist providers in developing follow up and tracking systems; assess providers needs, barriers, and

resources; conduct provider site visits, chart reviews, and monitoring; coordinate and/or conduct primary care provider trainings; assure that client information is handled according to HIPAA guidelines; and assure that providers conduct client follow up and access to treatment. This position will also serve as the Privacy Officer and provide confidentiality/privacy training. This position will be filled by current clinical coordinator with B.S.N. from an accredited university school of nursing with 20+ years of experience. The current amount shown falls within the CDS approved salary range for the prior contract.

Total Salaries: **\$170,536**

B. Fringe Benefits: (between 45-51% of Total Salaries) **\$86,973**

Fringe Benefits include, depending on personnel classification: FICA, State Unemployment, State Disability Insurance, Worker's Compensation, Health Insurance, Dental Insurance, Vision, and Retirement. Percentage approved by CDS for prior contract to reflect county-union mandated agreement.

Total Personnel Expenses **\$257,509**

C. Operating Expenses

1. General Expenses **\$9,302**

Includes anticipated postage and copying costs, office supplies such as pens, pencils, paper, toner, etc. Also includes monthly costs related to telephones and fax machine, data processing, and IT support charges. There is no cost for office space in this county-owned facility.

D. Equipment **\$ 0**

E. Travel **\$6,225**

1. Required State Travel

Includes travel and per diem of 2 staff persons to travel to 1 or more CDS State Sponsored mandatory trainings or meetings in Sacramento or other mandatory State Sponsored meetings at currently approved State reimbursement rates for mileage (rate of \$.551 / mile). Subtotal \$3,200

2. Agency Local Travel.

Local travel and per diem expenses in accordance with currently approved State reimbursement and per diem rates. Travel reimbursed at \$.551 per mile. Region encompasses large geographic area. Includes travel expenses for staff to set up and conduct for 40+ tailored educational events for target population women and/or conduct provider site visits, trainings, etc. Includes county motor pool

charges for travel and private car mileage. Includes private car mileage for community health workers as well. Subtotal \$3,025.

F. Subcontracts **\$1,500**

Provides hourly stipend at rate of pay within the CDS designated range rate of \$15 to \$25 per hour to non-contracted mature CDS approved Community Health Care Workers (CHW) from the designated state priority populations. CHWs have been previously trained by the Project Coordinator-Health Educator in the CDS approved curriculum for CHWs, to assist the combined Project Coordinator/Health Educator at small group tailored health education sessions (THE) to teach CDS approved curriculum to CDP eligible, CDP priority population women.

G. Other Costs **0**

H. Indirect Expenses **\$32,944**

Not to exceed 12% of Direct Expenses. Indirect costs are limited to the first \$25,000 of each subcontract or consultant.

Total Budget Amount **\$307,480**

Budget Justification
Year 4
7/1/14 to 12/31/14

A. Personnel Expenses Amount Requested

1. Project Coordinator/Health Educator J. English, M.P.H. **\$38,875**
Range \$3,487- \$3,861 biweekly x 12 months at 0.8 FTE

This position will serve as the combined Project Coordinator/Health Educator for the Partnership/overall manager for the contract and the Health Educator to cover this large three county region, CDS contact person, and the overall project evaluator. This position will be filled by the current partnership's director, who meets the Core Competencies for both the Project Coordinator and the Health Educator with an M.P.H. from an accredited university school of public health, with 14 years experience on CDP program partnership and expertise in health education. Responsibilities include oversight of program implementation, supervision of Clinical Coordinator and Community Health Workers; coordination of staff and volunteers; program development and implementation; submission of progress reports; contractual and fiscal management including working with accounting to prepare budgets, budget justifications, revisions, and monthly invoices; and general coordination of the program. This position will also coordinate with the Clinical Coordinator on provider network development and maintenance, provider training, and technical assistance with other duties as specified in the scope of work for the health educator. Health Education duties include: to plan, coordinate, and implement tailored education/outreach activities using the CDS approved curriculum, implement the CDS incentive program, oversee CHW activity with targeted, focused outreach and recruitment of underserved CDP eligible priority population women throughout the region; evaluate tailored health education classes, approaches, and cultural appropriateness; complete the appropriate online CDS progress report; and uphold HIPAA regulations and policies as they apply to the SOW. Project coordination duties will not exceed .10 FTE. The current amount shown falls within the CDS approved salary range for the prior contract.

2. Clinical Coordinator: M. Ratcliff, B.S.N. **\$46,393**
Range \$3,329 – \$3,684 biweekly x 12 months at 1.0 FTE

This position will maintain the regional provider network; assist providers in developing follow up and tracking systems; assess providers needs, barriers, and

resources; conduct provider site visits, chart reviews, and monitoring; coordinate and/or conduct primary care provider trainings; assure that client information is handled according to HIPAA guidelines; and assure that providers conduct client follow up and access to treatment. This position will also serve as the Privacy Officer and provide confidentiality/privacy training. This position will be filled by current clinical coordinator with B.S.N. from an accredited university school of nursing with 20+ years of experience. The current amount shown falls within the CDS approved salary range for the prior contract.

Total Salaries: **\$85,268**

B. Fringe Benefits: (between 45-51% of Total Salaries) **\$43,487**

Fringe Benefits include, depending on personnel classification: FICA, State Unemployment, State Disability Insurance, Worker's Compensation, Health Insurance, Dental Insurance, Vision, and Retirement. Percentage approved by CDS for prior contract to reflect county-union mandated agreement.

Total Personnel Expenses **\$128,755**

C. Operating Expenses

1. General Expenses **\$5,292**

Includes anticipated postage and copying costs, office supplies such as pens, pencils, paper, toner, etc. Also includes monthly costs related to telephones and fax machine, data processing, and IT support charges. There is no cost for office space in this county-owned facility.

D. Equipment **\$ 0**

E. Travel **\$2,471**

1. Required State Travel

Includes travel and per diem of 2 staff persons to travel to 1 CDS State Sponsored mandatory trainings or meetings in Sacramento or other mandatory State Sponsored meetings at currently approved State reimbursement rates for mileage (rate of \$.551 / mile). Subtotal \$1,200

2. Agency Local Travel.

Local travel and per diem expenses in accordance with currently approved State reimbursement and per diem rates. Travel reimbursed at \$.551 per mile. Region encompasses large geographic area. Includes travel expenses for staff to set up and conduct for 25+ tailored educational events for target population women and/or conduct provider site visits, trainings, etc. Includes county motor pool

charges for travel and private car mileage. Includes private car mileage for community health workers as well. Subtotal \$1,271.

F. Subcontracts **\$750**

Provides hourly stipend at rate of pay within the CDS designated range rate of \$15 to \$25 per hour to non-contracted mature CDS approved Community Health Care Workers (CHW) from the designated state priority populations. CHWs have been previously trained by the Project Coordinator-Health Educator in the CDS approved curriculum for CHWs, to assist the combined Project Coordinator/Health Educator at small group tailored health education sessions (THE) to teach CDS approved curriculum to CDP eligible, CDP priority population women.

G. Other Costs **0**

H. Indirect Expenses **\$16,472**

Total Budget Amount **\$153,740**

**Santa Barbara County Public Health Department
11-10686**

**Exhibit B Attachment I
Budget
Year 1
January 1, 2012 through June 30, 2012**

	Budget Amount
A. PERSONNEL	83,447
B. FRINGE BENEFITS (Not to Exceed 51% of Total Salaries)	42,558
C. OPERATING EXPENSES	7,401
D. EQUIPMENT	-
E. TRAVEL AND PER DIEM (@ State DPA Rates)	3,112
F. SUBCONTRACTS/CONSULTANTS	750
G. OTHER COSTS	-
H. INDIRECT COSTS (Not to Exceed 12% of Total Direct Costs)	16,472
TOTAL	153,740

**Exhibit B Attachment I
Budget
Year 1
January 1, 2012 through June 30, 2012**

	Budget Amount
A. PERSONNEL	
B = Bi-weekly M = Monthly	
1. Health Educator/Project Coordinator	B 70/10 % \$3,487 - \$3,861 38,050
2. Clinical Coordinator	B 100% \$3,329 - \$3,684 45,397
 Total Salaries	 83,447
B. FRINGE BENEFITS	
(Not to exceed 45%-51% of Total Salaries)	42,558
 TOTAL PERSONNEL EXPENSES	 126,005
C. OPERATING EXPENSES	
1. General Expenses	7,401
D. EQUIPMENT	
	-
E. TRAVEL AND PER DIEM	
(@ State DPA Rates)	3,112
F. SUBCONTRACT/CONSULTANTS	
1. Community Health Workers (hourly - Pierce, Pena, Ledesma, others))	750
G. OTHER COSTS	
	0
Total Direct Costs	137,268
H. INDIRECT COSTS	
(Not to exceed 12% of Total Direct Costs)	16,472
 TOTAL BUDGET	 153,740

**Santa Barbara County Public Health Department
11-10686**

**Exhibit B Attachment II
Budget
Year 2
July 1, 2012 through June 30, 2013**

	Budget Amount
A. PERSONNEL	174,978
B. FRINGE BENEFITS (Not to Exceed 51% of Total Salaries)	83,144
C. OPERATING EXPENSES	8,689
D. EQUIPMENT	-
E. TRAVEL AND PER DIEM (@ State DPA Rates)	6,225
F. SUBCONTRACTS/CONSULTANTS	1,500
G. OTHER COSTS	-
H. INDIRECT COSTS (Not to Exceed 12% of Total Direct Costs)	32,944
TOTAL	307,480

**Exhibit B Attachment II
Budget
Year 2
July 1, 2012 through June 30, 2013**

	Budget Amount
A. PERSONNEL	
B = Bi-weekly M = Monthly	
1. Health Educator/Project Coordinator	B 70/10 % \$3,487 - \$3,861 73,742
2. Clinical Coordinator	B 100% \$3,329 - \$3,684 87,982
3. Health Educator	B 21% \$2,026 - \$2,473 13,254
 Total Salaries	 174,978
B. FRINGE BENEFITS	
(Not to exceed 45%-51% of Total Salaries)	83,144
 TOTAL PERSONNEL EXPENSES	 258,122
C. OPERATING EXPENSES	
1. General Expenses	8,689
D. EQUIPMENT	
	-
E. TRAVEL AND PER DIEM	
(@ State DPA Rates)	6,225
F. SUBCONTRACT/CONSULTANTS	
1. Community Health Workers (hourly - Pierce, Pena, Ledesma, others)	1,500
G. OTHER COSTS	
	0
Total Direct Costs	274,536
H. INDIRECT COSTS	
(Not to exceed 12% of Total Direct Costs)	32,944
 TOTAL BUDGET	 307,480

**Santa Barbara County Public Health Department
11-10686**

**Exhibit B Attachment III
Budget
Year 3
July 1, 2013 through June 30, 2014**

	Budget Amount
A. PERSONNEL	170,536
B. FRINGE BENEFITS (Not to Exceed 51% of Total Salaries)	86,973
C. OPERATING EXPENSES	9,302
D. EQUIPMENT	-
E. TRAVEL AND PER DIEM (@ State DPA Rates)	6,225
F. SUBCONTRACTS/CONSULTANTS	1,500
G. OTHER COSTS	-
H. INDIRECT COSTS (Not to Exceed 12% of Total Direct Costs)	32,944
TOTAL	307,480

Exhibit B Attachment III
Budget
Year 3
July 1, 2013 through June 30, 2014

	Budget Amount
A. PERSONNEL	
B = Bi-weekly M = Monthly	
1. Health Educator/Project Coordinator	B 70/10 % \$3,487 - \$3,861 77,749
2. Clinical Coordinator	B 100% \$3,329 - \$3,684 92,787
 Total Salaries	 170,536
B. FRINGE BENEFITS	
(Not to exceed 45%-51% of Total Salaries)	86,973
TOTAL PERSONNEL EXPENSES	257,509
 C. OPERATING EXPENSES	
1. General Expenses	9,302
D. EQUIPMENT	-
E. TRAVEL AND PER DIEM	
(@ State DPA Rates)	6,225
F. SUBCONTRACT/CONSULTANTS	
1. Community Health Workers (hourly - Pierce, Pena, Ledesma, others)	1,500
G. OTHER COSTS	0
Total Direct Costs	274,536
H. INDIRECT COSTS	
(Not to exceed 12% of Total Direct Costs)	32,944
TOTAL BUDGET	307,480

**Santa Barbara County Public Health Department
11-10686**

**Exhibit B Attachment IV
Budget
Year 4
July 1, 2014 through December 31, 2014**

	Budget Amount
A. PERSONNEL	85,268
B. FRINGE BENEFITS (Not to Exceed 51% of Total Salaries)	43,487
C. OPERATING EXPENSES	5,292
D. EQUIPMENT	-
E. TRAVEL AND PER DIEM (@ State DPA Rates)	2,471
F. SUBCONTRACTS/CONSULTANTS	750
G. OTHER COSTS	-
H. INDIRECT COSTS (Not to Exceed 12% of Total Direct Costs)	16,472
TOTAL	153,740

Exhibit B Attachment IV
Budget
Year 4
July 1, 2014 through December 31, 2014

	Budget Amount
A. PERSONNEL	
B = Bi-weekly M = Monthly	
1. Health Educator/Project Coordinator	B 70/10 % \$3,487 - \$3,861
2. Clinical Coordinator	B 100% \$3,329 - \$3,684
	38,875
	46,393
Total Salaries	85,268
B. FRINGE BENEFITS	
(Not to exceed 45%-51% of Total Salaries)	43,487
TOTAL PERSONNEL EXPENSES	128,755
C. OPERATING EXPENSES	
1. General Expenses	5,292
D. EQUIPMENT	-
E. TRAVEL AND PER DIEM	
(@ State DPA Rates)	2,471
F. SUBCONTRACT/CONSULTANTS	
1. Community Health Workers (hourly - Pierce, Pena, Ledesma, others)	750
G. OTHER COSTS	0
Total Direct Costs	137,268
H. INDIRECT COSTS	
(Not to exceed 12% of Total Direct Costs)	16,472
TOTAL BUDGET	153,740

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 budget(s) attached hereto.
- B. Invoices shall include the agreement number and shall be submitted in arrears not more frequently than 30 days (i.e. monthly). Each ~~monthly~~ quarterly invoice shall be submitted for payment no more than sixty (60) calendar days following the close of each ~~month~~ quarter, unless an alternate deadline is agreed to in writing by the program contract manager.

Jorge Santiago
California Department of Public Health
Cancer Detection Section
MS 7203
P.O. Box 997377
Sacramento, CA 95899-7377

- C. Invoices shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- D. Contractor will submit each invoice and all backup documentation, to the Cancer Detection Section (CDS), no later than sixty (60) calendar days after the end of the invoice period. CDS, at its discretion, may disallow up to 10% of the invoice amount if the invoice and/or backup documentation has not been received by ninety (90) calendar days after the end of an invoice period.
- E. Contractor will use the attached invoicing Exhibits I, J and K. Invoices will consist of an Invoice Cover Letter (Exhibit I), an 8 Line-Item Invoice (Exhibit J), and an Additional Budget Detail Invoice (Exhibit K).
- F. CDS, at its own option, may return disputed invoices for correction and resubmission prior to authorizing payment or reduce expenses claimed which are not in accordance with Exhibits I, J and K.
- G. Indirect expenses shall not exceed 12% of total direct costs minus subcontract amounts exceeding \$25,000 per individual subcontract over the full contract term.
- H. Fringe Benefits shall not exceed ~~33%~~ 51% of the total Personnel costs.

Exhibit B
Budget Detail and Payment Provisions

- I. Overtime is not reimbursable under this contract. Overtime is defined as any time worked in excess of full-time equivalency reimbursed with CDS funds.

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 further 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. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - 1) \$153,740 for the budget period of 01/01/12 through 06/30/12.
 - 2) \$307,480 for the budget period of 07/01/12 through 06/30/13.
 - 3) \$307,480 for the budget period of 07/01/13 through 06/30/14.
 - 4) \$153,740 for the budget period of 07/01/14 through 12/31/14.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. Funded agencies are cautioned that CDS may withhold payment(s) up to 25% of the total annual budget for lack of documented progress toward the agreed upon SOW, as well as any apparent non-compliance with executed agreement requirements.
- D. Reductions made by CDS in accordance with Exhibit B, Item 4.C, shall be documented in writing, as stated in Exhibit E, Paragraph 2, "Contract Amendment" for the desired change or amendment to the terms of the contract.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice

Exhibit B
Budget Detail and Payment Provisions

should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Additional Budget Detail

- A. Contractor will submit Additional Budget Detail, in a format approved by CDS, which will provide a detailed breakdown of each main line item in Exhibit B, Attachments I-IV.
- B. Contractor will follow CDS requirements regarding approval, justification and timely submission of the Additional Budget Detail for each fiscal year and changes thereto.
- C. Prior written CDS approval is required to make changes to the Additional Budget Detail. The format will consist of 3 columns: Original Approved Amount, Adjustment Effective (date), and New Amount.
- D. Contractors must receive written authorization for any requested changes to the Additional Budget Detail before expenditures are made. Unauthorized expenditures may be denied by CDS.
- E. Contractor requested changes to the Additional Budget Detail that alter performance of the Scope of Work or increase/decrease any line item in the fiscal year 8-Line Item Budget, will require a formal contract amendment before such changes can be made.

7. Budget Justification Narrative

Contractor must submit a Budget Justification Narrative whenever changes are proposed to the Additional Budget Detail. The Budget Justification Narrative is a detailed narrative justification that provides an explanation of the purpose or need for each line on the Additional Budget Detail. Contractor will submit a Budget Justification Narrative, in a format approved by CDS, along with each Additional Budget Detail. The Budget Justification Narrative will consist of showing any changes in bold italics.

8. Expense Allowability / Fiscal Documentation

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

Exhibit B
Budget Detail and Payment Provisions

- B. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- C. Expenses will only be reimbursable under this contract to perform activities that implement the contract or SOW deliverables. Activities such as, but not limited to, grant writing, grant implementation, fund solicitation, and volunteering for boards or committees of other programs or organizations, are not permitted during CDS-funded work hours.
- D. Contractors will not be reimbursed for time or travel outside of their designated region, without prior written approval from CDS. Travel must be directly related to achieving SOW objectives.
- E. Travel receipts must be included as part of the invoice backup documentation to support approved travel expenses. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".
- F. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 9 in this exhibit entitled, "Recovery of Overpayments" for more information.

9. Recovery of Overpayments

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B
Budget Detail and Payment Provisions

10. Invoice Cover Letter

The Invoice Cover Letter shall be submitted under the letterhead of the Contractor in the format of Exhibit I. Address the Invoice Cover Letter to your assigned CDS Contract Manager. Provide the contract number, term of the contract, invoice number, invoice period, a contact name, telephone number and fax number of a person who can answer billing questions or resolve billing disputes. The Invoice Cover Letter must have an original signature, in blue ink, by an authorized representative from the agency.

11. 8-Line Item Invoice

The Contractor must submit an original 8-Line Item Invoice, in the format of Exhibit J, along with the Invoice Cover Letter. Address the invoice to your CDS Contract Manager. Also, provide the contract number, term of the contract, invoice number, and invoice period. Provide the name of the appropriate authorized representative, agency name, and complete address. The 8-Line Item Invoice must have an original signature, in blue ink, by an authorized representative from the agency. The 8-Line Item Invoice must correspond to the Additional Budget Detail Invoice. The sum of the expenditure breakdown on the Additional Budget Detail Invoice for each of the eight line items will be used to calculate the total expenditures per line item on each invoice. Note: Display breakdown of expenses on each 8-Line Item Invoice only as they pertain to any breakdowns shown on the contract's approved 8-Line Item Budget.

12. Additional Budget Detail Invoice

The Contractor must submit an original Additional Budget Detail Invoice, in the format of Exhibit K, along with the Invoice Cover Letter and the 8-Line Item Invoice. The Additional Budget Detail Invoice must have an original signature, in blue ink, by an authorized representative from the agency. The amounts used on the Additional Budget Detail Invoice must match exactly with the Additional Budget Detail. The Additional Budget Detail Invoice requested amounts must correspond to the 8-Line Item Invoice requested amounts. The expenditure breakdown shown on the Additional Budget Detail Invoice will be used to calculate the totals to be shown on the 8-Line Item Invoice.

A. Top Section

- 1) Address the Additional Budget Detail Invoice to your assigned CDS Contract Manager.
- 2) Provide the contract number, term of the contract, invoice number, and period of invoice.
- 3) Indicate the date the invoice was prepared.
- 4) Provide the Project Coordinator or appropriate authorized representative name, agency name, and complete address.

B. Column 1 - Budget Categories

- 1) Category A - Personnel: This column must include the employee position title, last name, percent time, and monthly salary range. If a position is unfilled, enter the position title and indicate that the position is vacant.

Exhibit B
Budget Detail and Payment Provisions

- 2) Category B - Fringe Benefits: Provide the actual fringe benefits percentage rate billed for the invoice period. Note: fringe benefits may not exceed 33% of total Personnel Costs.
 - 3) Category C - Operating Expenses: Include a breakdown of all line items as shown in the Additional Budget Detail.
 - 4) Category D - Equipment: Include a breakdown of all line items as shown in the Additional Budget Detail.
 - 5) Category E - Travel: Include a breakdown of all line items as shown in the Additional Budget Detail.
 - 6) Category F - Subcontracts: Include a breakdown of all line items as shown in the Additional Budget Detail.
 - 7) Category G - Other Costs: Include a breakdown of all line items as shown in the Additional Budget Detail.
 - 8) Category H - Indirect Costs: Provide the actual indirect cost percentage rate billed for the invoice period. Indirect Costs may not exceed the amounts specified in Provision 1.G.
 - 9) Total Amount
- C. Column 2 - Approved Budget: Insert the approved contract budget amount for each line item. Amounts entered in this column should be identical to the Additional Budget Detail for the appropriate fiscal year.
- D. Column 3 - Actual Expenses This Period: Record the actual expenses for each line item during the invoice period. Expenses for each line must be shown. For budgeted lines without expenditures during the invoice period, signify with "\$0".
- E. Column 4 - Cumulative Expenses to Date: Record the cumulative total of all expenses for each line item paid through and including the current invoice period.
- F. Column 5 - Unexpended Balance: Record the difference between Column 2 (Approved Budget) and Column 4 (Cumulative Expenses to Date), Column 2 minus Column 4 equals Column 5.

13. Advance Payments

No advance payment is allowed under this agreement.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

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

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- 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.
- 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.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ois.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>

- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
 - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
 - i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to

review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

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

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal 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.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for

Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

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

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

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual

Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. 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.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

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

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

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which

the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- 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 by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 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 OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". 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.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 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".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes 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.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

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

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, 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 or Grantee 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 or Grantee 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.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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

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

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial 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.
- (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.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph 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.

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 subcontractors, subgrants, and contracts under grants and 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.

Santa Barbara County Public Health Department

Name of Contractor

Printed Name of Person Signing for Contractor

11-10686

Contract / Grant 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
Cancer Detection Section
c/o Jorge Santiago
P.O. Box 997277, MS 7203
Sacramento, CA 9599-7377

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

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
0348-0048

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report ____.</p>	
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>		
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description: CDFA Number, if applicable: ____</p>		
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</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>	

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.

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the other party.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactory under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

2. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
 - 1) CDPH Health Administrative Manual Section 6-1000
 - 2) Numbered Program Policy Letters
 - 3) Conflict of Interest Compliance Certificate

3. Avoidance of Conflicts of Interest by Contractor

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

Exhibit E
Additional Provisions

- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability

The Contractor must furnish to CDPH a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

B. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS.

C. The certificate of insurance must include the following provisions:

- 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and
- 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.

Exhibit E
Additional Provisions

- D. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.
- E. CDPH will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

5. Publicity

Contractor agrees to submit to CDPH/CDS, prior to release, copies of all proposed publicity produced under and/or pertaining to this contract. CDPH/CDS reserves the right to modify or withdraw said publicity.

6. Acknowledgment of State Participation

- A. Contractor shall acknowledge the financial support of CDPH/CDS funds whenever any findings, data, and materials developed pursuant to this contract are used in any publications and/or whenever Contractor creates any product or publicity (e.g., conference brochure, a film, videotape, manual, book, pamphlet, etc.) funded by this contract, in the following manner: *"This _____ was made possible by funds received from the Cancer Detection Section, California Department of Public Health."*
- B. Contractor shall coordinate with, promote, or advertise the CDPH/CDS statewide toll-free Consumer Information Helpline or other toll-free numbers as directed by CDPH/CDS. As directed by CDPH/CDS, Contractor shall include said number(s) in informational materials such as brochures, pamphlets, posters, curricula, training guides, etc. developed under this contract.

Exhibit H
HIPAA Business Associate Exhibit

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- B. The California Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement Contractor is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.
- G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.
- H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

Exhibit H
HIPAA Business Associate Exhibit

II. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:
- 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

III. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.
- C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PHI. These steps shall include, at a minimum:
- 1) complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
 - 2) providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

Exhibit H
HIPAA Business Associate Exhibit

In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PHI from breaches and security incidents.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Exhibit into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDPH and Individuals.** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health care component health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
- 1) **Discovery of Breach.** To notify CDPH *immediately by telephone call plus email or fax* upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or *within 24 hours by email or fax* of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Exhibit, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH

Exhibit H
HIPAA Business Associate Exhibit

Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within 72 hours of the discovery**, to notify the CDPH Program Contract Manager(s), the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
- i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - iv. A description of the probable causes of the improper use or disclosure; and
 - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 3) **Written Report.** To provide a written report of the investigation to the CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
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Exhibit H
 HIPAA Business Associate Exhibit

<p>See the Scope of Work exhibit for Program Contract Manager information</p>	<p>Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377</p> <p>Email: privacy@cdph.ca.gov Telephone: (916) 440-7671</p>	<p>Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413</p> <p>Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874</p>
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K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

IV. Obligations of CDPH

CDPH agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that CDPH HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).
- B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

Exhibit H
HIPAA Business Associate Exhibit

- D. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

V. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Privacy Officer or the CDPH Chief Information Security Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does CDPH's:

- A. Failure to detect or
- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under this Agreement and this Exhibit.

VI. Termination

- A. **Termination for Cause.** Upon CDPH's knowledge of a material breach of this Exhibit by Business Associate, CDPH shall:
- 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

Exhibit H
HIPAA Business Associate Exhibit

- A. **Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:
- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit H
HIPAA Business Associate Exhibit

Exhibit H
HIPAA Business Associate Exhibit

Attachment 1
Business Associate Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Business Associate's workforce may access CDPH PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PHI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation

Exhibit H
HIPAA Business Associate Exhibit

timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All CDPH PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI, or which alters CDPH PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PHI can be encrypted. This requirement pertains to any type of CDPH PHI in motion such as website access, file transfer, and E-Mail.

Exhibit H
HIPAA Business Associate Exhibit

F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. **System Security Review.** All systems processing and/or storing CDPH PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. **Log Reviews.** All systems processing and/or storing CDPH PHI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing CDPH PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. **Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

Data Backup Plan. Business Associate must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PHI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. **Supervision of Data.** CDPH PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. **Escorting Visitors.** Visitors to areas where CDPH PHI is contained shall be escorted and CDPH Protected Health Information shall be kept out of sight while visitors are in the area.

Exhibit H

HIPAA Business Associate Exhibit

- C. **Confidential Destruction.** CDPH PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PHI must not be removed from the premises of the Business Associate except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PHI shall only be mailed using secure methods. Large volume mailings of CDPH Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit I
INVOICE COVER LETTER TEMPLATE

(Date)

California Department of Public Health
Cancer Detection Section
c/o Jorge Santiago
P.O. Box 997377, MS 7203
Sacramento, CA 95899-7377

Contract Number: 11-10686
Term of contract: January 1, 2012 through December 31, 2014
Invoice Number: XXXXX
Period of Invoice: January 1, 2012 through January 31, 2012

Enclosed for your review:

Invoice # _____ in the amount of \$ _____

This invoice is for services rendered pursuant to the terms and conditions established in the above referenced contract.

Please make all payments to: (input address)

Sincerely,

(Name of Authorized Representative)
(Title of Authorized Representative)

Enclosure

Exhibit J
8-LINE ITEM INVOICE TEMPLATE

California Department of Public Health
Cancer Detection Section
c/o Jorge Santiago:
P.O. Box 997377, MS 7203
Sacramento, CA 95899-7377

Check if Final Invoice ()
Contract Number:
Term of Contract:
Period of Invoice:
Invoice Number:

Date:
Agency Contact:
Agency Name:
(Address)
Telephone #:

BUDGET CATEGORIES	ACTUAL EXPENSES THIS PERIOD
A. PERSONNEL	
B. FRINGE BENEFITS (___ % OF PERSONNEL)	
C. OPERATING EXPENSES	
D. EQUIPMENT (For budgeting purposes only, include equipment items with a unit cost of \$5,000 or more, with a life expectancy of one year or more. Itemize if total is equal to or exceeds \$50,000.)	
E. TRAVEL	
F. SUBCONTRACTS (Itemize if total is equal to or more than \$50,000. Include the name of each subcontractor if known.)	
G. OTHER COSTS (Itemize costs here if the line item total exceeds \$50,000. List the major expenses that make up this line item.)	
H. INDIRECT COSTS (12% of Total Direct Costs)	
TOTAL INVOICE AMOUNT	

I certify that this claim is in all respects true, correct, supportable by available documentation and in compliance with all terms, conditions, Laws, and regulations governing its payment.

Authorized Agency Signature

Date

Exhibit K
ADDITIONAL BUDGET DETAIL INVOICE TEMPLATE

California Department of Public Health
Cancer Detection Section
c/o Jorge Santiago
P.O. Box 997377, MS 7203
Sacramento, CA 95899-7377

Check if Final Invoice ()
Contract Number:
Term of Contract:
Period of Invoice:
Invoice Number:

Date:
Agency Contact:
Agency Name:
(Address)
Telephone #:

BUDGET CATEGORIES (1)			APPROVED BUDGET (2)	ACTUAL EXPENSES THIS PERIOD (3)	CUMULATIVE EXPENSES TO DATE (4)	UNEXPENDED BALANCE (5)
A. PERSONNEL	% of Time	Salary Range				
1. Position Title (Name)	100%	\$ - \$				
2. Position Title (Name)	100%	\$ - \$				
3. Position Title (Name)	100%	\$ - \$				
B. FRINGE BENEFITS (___ % of Personnel)						
C. OPERATING EXPENSES						
1. General Expenses						
2. Space Rent/Lease (Sample calculation - 150sq. ft x "X" FTEs x \$1.75/sq.ft. x 12 mos.)						
3. Printing/Photo Copying						
D. EQUIPMENT						
E. TRAVEL						
F. SUBCONTRACTS						
Include a breakdown if over \$50,000						
G. OTHER COSTS						
Include a breakdown if over \$50,000						
TOTAL DIRECT EXPENSES						
H. INDIRECT COSTS (12% of Total Direct Costs)						
TOTAL INVOICE AMOUNT						

Authorized Agency Signature

Date

Exhibit L
 Staffing Report

This report is used to detail any changes in the Contractors staff that deviates from the original contract agreement (e.g., refilling a position, termination of staff and/or change in FTE). Complete and submit the information below to CDS within two weeks of any staffing change. Prior approval is required for changes in staffing patterns that deviate from the original contract agreement. (Use additional sheets if necessary.)

Use chart below for ethnicity and relevant experience/expertise codes.

Ethnic Group AA African American HI/L Hispanic/Latino API Asian/Pacific Islander AI American Indian	Caucasian C O Other (specify)	Relevant Experience/Expertise (list all that apply) HE Health Education TP With Target Populations AM Administration & Management M Media/Promotions	Breast Cancer Issues BC Clinical Background CL Evaluation E Other (specify) O
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NAME, DEGREE(S)	JOB TITLE	SALARY (Monthly or Hourly)	% OF TIME	CONTRACT START DATE	END DATE	ETHNIC GROUP	RELEVANT EXPERIENCE

Comment Section: (Please specify reasons for staff changes since last submission).

Exhibit M

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: 11-10686

Date Current Contract Expires: December 31, 2014

Previous Contract Number (if applicable): 10-10258

CDPH Program Name: Cancer Detection Section

Contractor's Name: Santa Barbara County Public Health Department

CDPH Program Contract Manager: Jorge Santiago

Contractor's Complete Address: 345 Camino Del Remedio, Room 339

CDPH Program Address: P.O. Box 997377, MS 7203

Santa Barbara, CA 93110

Sacramento, CA 95899-7377

Contractor's Contact Person: June English

CDPH Program Contract Manager's Telephone Number: (916) 449-5329

Contact's Telephone Number: (805) 681-4783

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 69) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM USE ONLY
			\$				
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			\$				
			\$				

INSTRUCTIONS FOR CDPH 1203 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

A. Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.

B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. These items are issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.

7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

Exhibit N

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 11-10686 Date Current Contract Expires: December 31, 2014
 Previous Contract Number (if applicable): 10-10258 CDPH Program Name: Cancer Detection Section
 Contractor's Name: Santa Barbara County Public Health Department CDPH Program Contract Manager: Jorge Santiago
 Contractor's Complete Address: 345 Camino Del Remedio, Room 339 CDPH Program Address: P.O. Box 997377, MS 7203
Santa Barbara, CA 93110 Sacramento, CA 95899-7377
 Contractor's Contact Person: June English CDPH Program Contract Manager's Telephone Number: (916) 449-5329
 Contact's Telephone Number: (805) 681-4783 Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number)	OPTIONAL— PROGRAM USE ONLY

INSTRUCTIONS FOR CDPH 1204 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer, also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.4.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: (These items were issued green numbered state/ CDPH property tags.)

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property:

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

Exhibit O

Core Program Performance Indicators*

Indicator Type	CDC DQIG Item	SOW Objectives	Program Performance Indicator	CDC Standard (Benchmark)
Screening	6.a.	Objective 1: Tailored Education	Initial Program Pap Tests; Rarely or Never Screened	≥ 20%
	19.e.		Screening Mammograms Provided to Women ~ 50 Years of Age	≥ 75%
Clinical	11.a.	Objective 2: Quality Clinical Services	Abnormal Screening Results with Complete Follow-Up	≥ 90%
	16.d.		Abnormal Screening Results; Time from Screening to Diagnosis > 90 Days	≤ 25%
Cervical Cancer Diagnostic Indicators	17.		Treatment Started for Diagnosis of HSIL, CIN II, CIN III, CIS, Invasive	≥ 90%
	18.d.		HSIL, CIN II, CIN III, CIS; Time from Diagnosis to Treatment > 90 Days	≤ 20%
	18.g.		Invasive Carcinoma; Time from Diagnosis to Treatment > 60 Days	≤ 20%
Clinical	20.a.	Objective 2: Quality Clinical Services	Abnormal Screening Results with Complete Follow-Up	≥ 90%
	25.d.		Abnormal Screening Results; Time from Screening to Diagnosis > 60 Days	≤ 25%
Breast Cancer Diagnostic Indicators	26.		Treatment Started for Breast Cancer	≥ 90%
	27.d.		Breast Cancer; Time from Diagnosis to Treatment > 60 Days	≤ 20%

* CDC Core Program Performance Indicators from the Data Quality Indicator Guide

Exhibit P - Operational Requirements Quality Clinical Services

A. Clinical Coordinators

The Cancer Detection Section (CDS) utilizes Clinical Coordinators as the local clinical presence of *Every Woman Counts (EWC)* for program providers. Clinical staffs are responsible for promoting and administering the *EWC* program to providers, referred to as the Provider Network. The clinical program components that Clinical Coordinators must administer are management of the Provider Network, optimization of Quality Assurance, and Professional Education.

1. The clinical Scope of Work (SOW) must be conducted by Clinical Coordinators. Additional information can be found in the document "Core Competency Requirements: Clinical Coordinator" (see Exhibit T, Core Competency Requirements – Clinical Coordinator).
2. Clinical Coordinators are responsible for having in-depth knowledge of all program clinical components and manuals such as the *Program Manual for Primary Care Providers*, the *EWC* portion of the *Medi-Cal Manual*, the *Medi-Cal Bulletin*, the *Step-by-Step Provider User Guide*, the Provider Site Review Tool, clinical Core Program Performance Indicators benchmarks, program algorithms, and all future manuals and updates.
3. The Clinical Coordinator's role is to be directed at completing contract SOW and deliverables for CDS. On occasion, they may be asked about assisting women whose needs are not included in the program. For these occasional occurrences, the Clinical Coordinator shall create and maintain a list of providers offering free and/or low cost breast and cervical cancer screening services.
4. Clinical Coordinators are responsible for training Primary Care Providers (PCPs) to meet all nine of the clinical Core Program Performance Indicator benchmarks (see Exhibit O, Core Program Performance Indicators).
5. The Clinical Coordinators are employed solely to support CDS program standards and protocols (*EWC*) in the SOW. While under the employ of the contract, Clinical Coordinators must not present themselves as representing other programs or services within the California Department of Public Health (CDPH), such as *Medi-Cal*, *Family Planning*, *Access, Care and Treatment*, the *Breast and Cervical Cancer Treatment Program*, or other entities outside of CDPH.

B. Health Insurance Portability and Accountability Act (HIPAA) Compliance

The HIPAA was passed by Congress in 1996, and took effect in 2003. It establishes standards for Protected Health Information (PHI) from disclosure, and informs patients of how their information will be used. *EWC* must abide by very stringent rules and regulations related to HIPAA. This ensures that all communication of PHI is confidential.

1. Clinical Coordinators are responsible for ensuring that all program components of the Quality Clinical Services SOW are in compliance with all HIPAA rules and regulations. Clinical Coordinators shall support providers in their effort to maintain patient privacy and confidentiality and assess providers as appropriate. The Clinical Coordinator will serve as a HIPAA resource for the Health Educator conducting Tailored Health Education.

Exhibit P - Operational Requirements Quality Clinical Services

2. Clinical Coordinators must have on file a signed Confidentiality Statement that is renewed yearly. Each PCP is responsible for complying with HIPAA.

C. Core Program Performance Indicators

Successful program evaluation is dependent on the performance of regional clinical services meeting Core Program Performance Indicator benchmarks as described below:

1. The Contractor's aggregate performance on clinical Core Program Performance Indicator benchmarks generated quarterly in the Regional CPPI Report.
2. For each fiscal year of the contract, the Contractor will be responsible that aggregately, the PCPs in their region meet or exceed the clinical Core Program Performance Indicator benchmarks.

D. Program Components

1. Provider Network

CDS uses PCPs as program providers who are responsible for the case management and data input of each patient. References to PCP, *EWC* providers, and program providers, are used throughout CDS documents to be interpreted as and to describe providers that are enrolled in *EWC*. The PCPs are the only providers that are enrolled into *EWC*. The PCPs enroll and recertify eligible women in the program and refer these eligible women to other *Medi-Cal* referral providers such as radiologists and surgeons, who provide additional screening and diagnostic services. Clinical Coordinators must promote program entry through the *EWC* Consumer 800 Number.

a. Recruitment

The Clinical Coordinator's focus is to be placed on maintaining and supporting the network of *EWC* providers, and participate in CDS directed reduction or expansion of provider network. A PCP must be a provider in good standing with *Medi-Cal*. If new providers are needed to replace providers who have left the network, Clinical Coordinators are to place an emphasis on recruiting providers that have culturally sensitive practices that serve CDS priority populations. PCPs that are located in the communities where priority populations reside and that meet CDS provider criteria are to be considered. Newly enrolled PCPs should have the ability to meet the clinical Core Program Performance Indicator benchmarks with office systems and personnel that facilitate quality services and data submission. If a gap in service is identified by CDS and/or the Contractor, the Clinical Coordinator shall follow the current CDS enrollment process for enrolling prospective providers. Only CDS forms and future revisions thereof are to be used.

The Clinical Coordinator will maintain accurate files on each PCP in the regional network. The files will include, but are not limited to, copies of the Provider Enrollment documents,

Exhibit P - Operational Requirements Quality Clinical Services

copies of communication to providers, and copies of Provider Site Reviews and follow-up. The Clinical Coordinator will develop a written plan to expand and/or reduce the network based on regional needs that will be provided to CDS upon request.

Using CDS protocols and tools, Clinical Coordinators shall provide on-site orientation tailored for the PCP, and shall include an audience of: 1) clinicians; 2) front office staff who assist clients with paperwork; 3) staff that assist with program eligibility, enrollment, data entry and case management; and 4) office managers. Orientation shall include CDS clinical standards, basic screening, tracking and follow-up services, case management, and recording and transmission of clinical data elements. Clinical Coordinators shall ensure providers have access to the current CDS required policies and procedures, professional education/training information, breast and cervical cancer screening diagnostic algorithms, and other CDS approved resources made available.

Web-based data submission for PCPs is required for *EWC* and is a very important component to orientation of new PCPs. Failure to submit correct data will jeopardize a PCP's ability to participate in *EWC*. The PCP will report data as mandated by CDS, using online breast/cervical screening and follow-up forms. These forms collect data on screening, timely follow-up for abnormal screening results, diagnostic procedures, outcomes, final diagnosis, treatment disposition, and re-screening information. This data is used for program quality improvement. CDS evaluates the data for completeness and correlation with program standards including the adherence to the clinical Core Program Performance Indicators. Clinical Coordinators shall provide feedback on data submission and/or technical assistance to PCPs as needed. Clinical Coordinators will be responsible for training PCPs to improve the data submission quality and improving the level of clinical Core Program Performance Indicators in their region. Guidelines for completing the data forms are available in the *CDP: EWC Step By Step Provider User Guide*. This guide is available at: www.medi-cal.ca.gov. The *Step-By-Step Provider User Guide* is regularly updated, and Clinical Coordinators are responsible for checking for updates at regular intervals.

The web-based data submission is based on Minimum Data Elements (MDEs). MDEs are standardized data elements developed to ensure consistent and complete information on patient demographic characteristics, screening results, diagnostic procedures, tracking and follow-up, and treatment information. Data requirements have been established by the National Breast and Cervical Cancer Early Detection Program. Federal funding is contingent upon required data submission. CDS utilizes MDEs to monitor clinical outcomes. They are incorporated into CDS' clinical and program standards of *EWC*. MDEs are collected via *EWC* web-based online breast/cervical screening and follow-up forms.

b. Maintenance

Clinical Coordinators are responsible for ensuring PCPs are appropriately informed of changes in CDS policies and procedures. They are also responsible for providing timely training related to program changes. Examples include but are not limited to: changes in Provider Enrollment procedures, changes in clinical standards or practice, and changes in allowable expenses billed to *EWC*.

Exhibit P - Operational Requirements Quality Clinical Services

A good clinic management system is essential for meeting *EWC* program requirements. The PCP must organize clinic management systems that 1) track completion of the breast and/or cervical cancer screening for all program eligible women served; 2) follow-through with the recommended diagnostic referrals when indicated; 3) refer clients to treatment resources when necessary; 4) refer clients to supportive resources; 5) contact clients for annual re-screening; and 6) support the complete and accurate recording and submission of program clinical data.

The Centers for Disease Control and Prevention (CDC) components of Case Management are utilized by CDS. PCPs that meet program requirements indicate that Case Management is provided to clients as evidenced by complete data submission. Case Management components, as identified by CDC, include: 1) *assessing* individual clients' barriers to timely access and utilization of care; 2) *educating* clients regarding the cancer screening process and navigation of medical systems; 3) *referring* to other providers; 4) *coordinating* service provision with clients and other professionals; 5) *assisting* clients negotiate barriers to care; 6) sending reminders and bringing women back for regular *re-screening*, and acquiring diagnostic test results and outcomes from referral providers; and 7) *documenting* patient outcomes on an online data submission application, including a final diagnosis.

The following are duties of the Clinical Coordinator for maintaining and supporting the Provider Network:

- i. Clinical Coordinators are responsible for training their network of providers. Trainings using CDS tools may be mandated when CDS identifies PCPs who are not following program standards.
 - ii. All PCP trainings are to be recorded at least monthly on the web-based database.
 - iii. Clinical Coordinators must be prepared to provide plans for expanding and reducing the provider network as directed by CDS. CDS will give two weeks notice before any plan must be presented to CDS.
 - iv. Clinical Coordinators shall update and maintain PCP contacts on a monthly basis on the web-based database.
 - v. Clinical Coordinators must develop plans to maintain enrolled providers providing quality clinical services and develop corrective action plans for providers not meeting program requirements including data submission requirements.
- c. **CDP: EWC Consumer 800 Number**

The following are duties of the Clinical Coordinator as related to the Statewide Consumer 800 Number:

- i. Clinical Coordinators shall ensure the *CDP: EWC Consumer 800 Number* is a program resource statewide and entry point for eligible women for program participation.

Exhibit P - Operational Requirements Quality Clinical Services

- ii. Clinical Coordinators shall regularly notify the CDS Provider Services Unit (PSU) of PCP clinical contact changes as directed by PSU.
- iii. Clinical Coordinators are responsible for the management and resolution of complaints referred by the 1-800 Number and direct patient complaints. As such, the Clinical Coordinator shall coordinate and direct the Health Educator to investigate complaints reported to the *CDP: EWC* Consumer 800 Number within 30 days of receipt by the Clinical Coordinator, and maintain a log of all completed activities resolving complaints, which will be made available in confidential format to CDS within two weeks upon request.
- iv. Clinical Coordinators shall aggregate complaints reported to the *CDP: EWC* Consumer 800 Number, identify trends, and provide a narrative report of complaints such as type of complaints, outcomes, resolution, and trends, during reporting period. This information will be compiled for each reporting period, maintained and locked at the regional office. The most recent narrative report will be made available to CDS upon request.
- v. Clinical Coordinators shall support CDS policy regarding PCP initiated blocking of referrals from the *CDP: EWC* Consumer 800 Number to the PCP. The PCP must direct his/her request to the *CDP: EWC* Consumer 800 Number. The request must use PCP letterhead and include the PCP's signature. If this is not available, PCP may communicate the change via e-mail using a PCP e-mail address and PCP signature block. A copy is to be sent to the Clinical Coordinator. If the Clinical Coordinator becomes aware that the PCP is no longer rendering medical services due to instances such as death or retirement, the Clinical Coordinator is to inform the CDS PSU. CDS will inform the *CDP: EWC* Consumer 800 Number of the change in that PCP status.

2. Quality Assurance

The purpose of the clinical component of the contract is to maintain national clinical standards set by CDC. Measurement of adherence to the national standards is accomplished by prompt data submission by *EWC* PCPs. Two measures of effectiveness that CDS uses are the Provider Site Review and Continuous Quality Improvement (CQI) projects.

a. Provider Site Reviews

The CDS Provider Site Review is a key element in evaluation of PCPs. It provides a critical factor in the CDS program quality assurance. Clinical Coordinators are required to use the current CDS Provider Site Review Tool and protocols. The Provider Site Review Tool provides a consistent method of documentation of a PCP's performance on CDS' clinical Core Program Performance Indicator benchmarks and clinic systems. The Provider Site Review Tool is a mechanism to assist CDS in maintaining a satisfactory level of data from PCPs.

The following are duties of the Clinical Coordinator to conduct Provider Site Reviews:

Exhibit Q - Operational Requirements Tailored Health Education

EWC must abide by very stringent rules and regulations related to HIPAA (see Exhibit H, HIPAA Business Associate Exhibit). This ensures that all communication of PHI is confidential.

1. Health Educators are responsible for adhering to all HIPAA rules and regulations.
2. Health Educators are responsible for all deliverables of the program components of the Tailored Health Education SOW.
3. Health Educators must have on file a signed Confidentiality Statement that is renewed yearly.

C. Core Program Performance Indicators

Program success is dependent on Health Educators contributing to two (2) Core Program Performance Indicator benchmarks established by CDC:

1. Reaching rarely or never screened women for cervical cancer screening (Benchmark # 6.a.)
2. Reaching women 50 years and older for screening mammograms (Benchmark # 19.e.)

D. Program Components

THE may be facilitated in small group sessions or one-on-one sessions and must be culturally appropriate to the audience. Each woman participating in a small group educational session is counted individually toward measuring health education activities in the SOW.

Emphasis should be on providing screening and re-screening messages, to women age 50 and older and women who have rarely or never been screened, within each of the ethnic/cultural populations (i.e., African American, Asian/Pacific Islander, American Indian, and rural women). These are the women who are hard to reach, who receive disproportionately high numbers of late breast and cervical cancer diagnoses, and who have the most difficulty in accessing medical services.

All educational sessions or individual encounters shall promote and direct women to the *GDP: EWC* Consumer 800 Number (1-800-511-2300) for program entry. CDS health education/outreach funds must only be used for THE SOW activities.

1. Minimum Number of Women to Receive Tailored Health Education

- a. CDS will designate a required minimum number of women to be reached in the SOW per fiscal year for each regional category in a program letter. Minimum required numbers will be based on regional demographics and other factors.
- b. One hundred (100) percent of women counted must be age 50 and older and from the CDS defined priority populations. Women under 50 years of age may be served through THE; however, this service will not be counted toward the minimum requirement in the SOW.
- c. Since the CDS approved curriculum combines breast and cervical cancer education, health educators must make every effort to reach women who are rarely or never screened for

Exhibit Q - Operational Requirements Tailored Health Education

cervical cancer. Rarely or never screened is defined as not having a Pap test within the last five (5) years or never having had a Pap test.

2. Tailored Education Tools

- a. Health education sessions must use CDS designated tools, which is currently the Breast Cancer Screening and Cervical Cancer Education curriculum.
- b. The Contractor must receive prior approval by CDS before translating the curriculum into other languages.

3. Educational Session or Individual Encounter Requirements

- a. All educational sessions or encounters must be directed at women age 50 and older and women who are rarely or never screened, with an emphasis on the women within the Ethnic/Cultural Populations. Each priority population must be served.
- b. Educational sessions are intended to be facilitated in small groups (not greater than 15 attendees) and must consist of only women within one ethnic/cultural priority population. A minimum of two (2) women from the targeted priority populations must be present for an educational session to be counted towards this objective.
- c. Evaluation measures in the form of pre- and post-tests, while optional, are encouraged for THE sessions.
- d. Documentation of participant by name, and other demographics as deemed necessary by CDS must be recorded for all health education. Documentation is currently handled via data entry into RCMIS.

4. Management/Evaluation Requirements

- a. Health education sessions should be conducted where they best reach the priority populations. It is the Contractor's responsibility to determine the most appropriate logistical presentation setting(s) based on the needs of the targeted audience. A report of the Contractor's collaborations with agencies should be documented in the semi-annual Progress Reports.
- b. To meet satisfactory goal completion of conducting educational sessions or individual encounters:
 - i. Fifty (50) percent of the minimum number of women per category to receive THE outreach must be reached by December 31 of each fiscal year.
 - ii. One hundred (100) percent of the minimum number of women per category to receive THE outreach must be reached by June 30 of each fiscal year.

**Exhibit Q - Operational Requirements
Tailored Health Education**

- c. Develop a narrative using a CDS designated report to evaluate tailored education Core Program Performance Indicator trends within region. This narrative is included in the semi-annual Progress Reports.
- d. Educational sessions and individual encounters should be recorded at least once a month and made available to CDS if requested.
- e. Health Educator will coordinate with Clinical/Project Coordinator to investigate complaints reported to the *CDP: EWC* Consumer 800 Number within 30 days of receipt and maintain a log of all completed activities resolving complaints, which will be made available in confidential format to CDS within two weeks upon request.

Exhibit R – CDP: EWC Regional Map

Cancer Detection Programs: Every Woman Counts
Regional Map

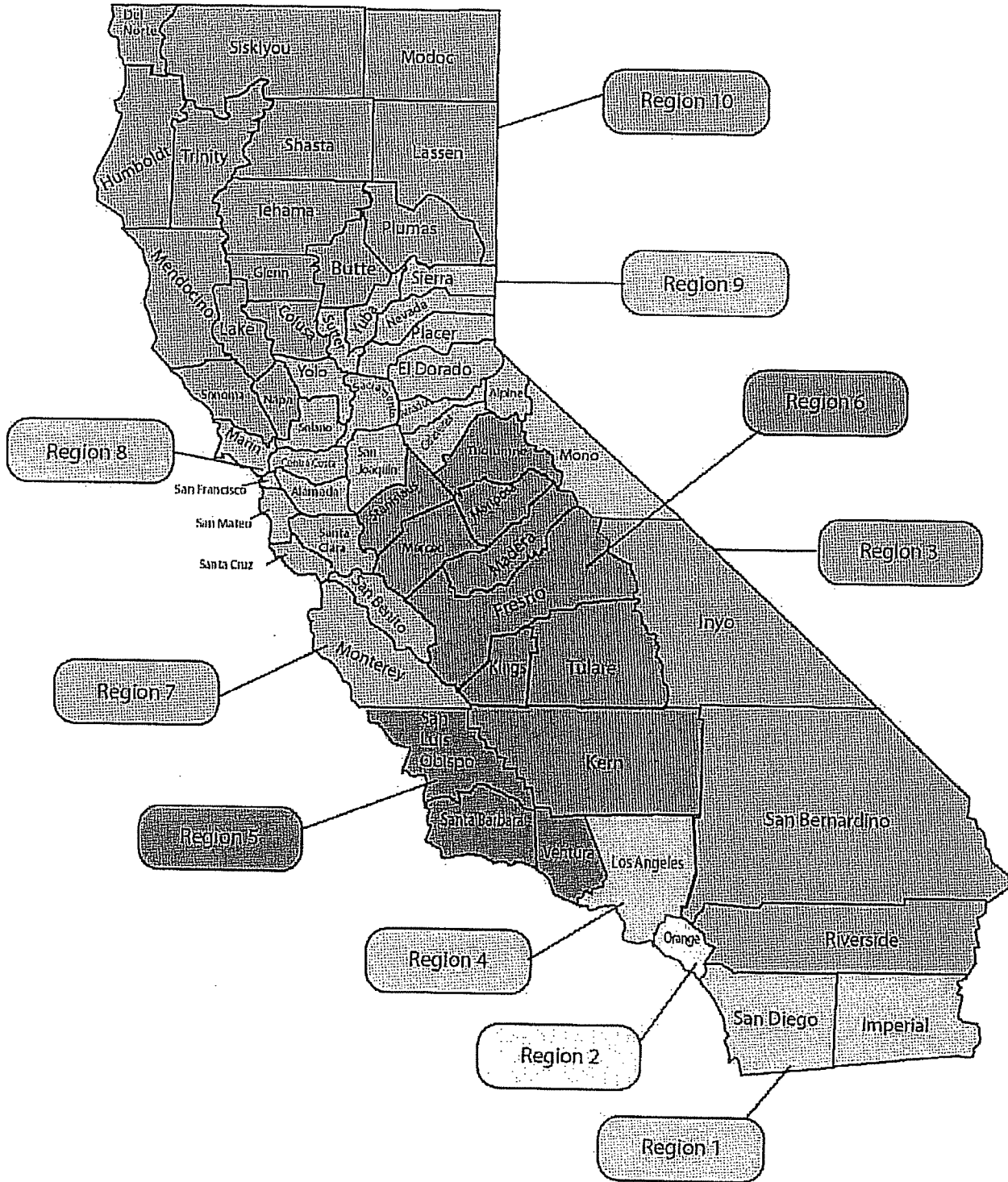


Exhibit S – Core Competency Requirements Project Coordinator

The Project Coordinator must possess a Master's degree in Nursing, Public Health, Health Administration, Comprehensive Health Planning, Public Administration, or a closely related field. This person shall possess the ability to do the following:

- Manage a multi-faceted statewide contract with the California Department of Public Health, Cancer Detection Section (CDS).
- Apply executive-level management, programmatic, and operational leadership and guidance.
- Apply expert assistance and guidance related to program direction, budget management and fiscal accountability, oversight of program goals and objectives, budget initiatives, acquisition, information technology, and organizational and effectiveness planning.
- Provide authoritative advice, guidance and assistance to managers, supervisors, staff and officials from local governments and various nonprofit and private entities on all matters related to the development, implementation, operation, administration, evaluation, and funding of the *Every Woman Counts (EWC)*, Local Public and Provider Service Delivery, contract.
- Supervise employees.

The list below includes the mandatory knowledge, skills, and abilities the Project Coordinator must possess:

GENERAL MANAGEMENT

1. Assure adherence to all federal, state, and local regulations for all contract employees including Health Insurance Portability and Accountability Act (HIPAA) of 1996; maintain confidentiality statements for all clinical staff which is annually updated and kept on file.
2. Establish and maintain priorities to meet the Scope of Work (SOW) deliverables.
3. Apply health program administration principles and techniques to problems and issues.
4. Identify and analyze issues and their impact on public health policies as related to breast and cervical cancer, as well as other cancers if provided funding.
5. Apply and conduct principles, practices and techniques of program planning, development and evaluations.

**Exhibit S – Core Competency Requirements
Project Coordinator**

ANALYTICAL/EVALUATION SKILLS

6. Identify problems, work with CDS to develop strategies to solve problems, evaluate solutions, and report back to CDS.
7. Analyze and evaluate data and information and make appropriate recommendations.
8. Consult on, monitor, and measure the outcomes of *EWC* programs to evaluate the effectiveness of project activities in meeting the needs of program participants.

STAFF MANAGEMENT

9. Assure that all Clinical Coordinators possess a valid, active California Registered Nurse (R.N.) license and be an R.N. in good standing in the State of California.
10. Assure that all Health Educators possess a Master's degree in Health Education or Community Health from an accredited institution.
11. Plan, organize, coordinate, supervise and evaluate complex program activities and diverse staff.
12. Apply principles and techniques of supervision and management.
13. Effectively carry out equal employment opportunity and affirmative action policies.

FISCAL MANAGEMENT

14. Apply principles and procedures of budget preparation and monitoring.
15. Provide sound fiscal judgment when utilizing resources.
16. Maintain legible, accurate, and comprehensible bookkeeping, as well as submit timely invoices for services rendered.

CORRESPONDENCE/INTERNAL AND EXTERNAL RELATIONSHIPS

17. Maintain accurate records and files.
18. Possess skills in oral and written communications, gathering and conveying information, making oral presentations, and preparing reports, correspondence, and other written materials.
19. Establish and maintain effective working relationships with a variety of individuals and groups.
20. Possess the ability to identify, problem solve, and conduct procedures involved in establishing community relationships and assessing community health program needs and resources.

Exhibit T – Core Competency Requirements Clinical Coordinator

The Nurse must possess a valid, active California Registered Nurse (R.N.) license and be an R.N. in good standing in the State of California. The list below includes the mandatory knowledge, skills, and abilities the R.N. has acquired with a Baccalaureate of Science in Nursing (BSN) that enables the Nurse to do the following:

NURSING SCOPE

1. Use principles and practices of nursing as applied to public health and preventive medicine that incorporates the use of professional knowledge, skills and attitudes of nursing related to healthcare, disease processes and individuals and groups in their cultural environment.
2. Use community aspects of nursing programs which includes: provisions for continuity of care, provider education/teaching on health improvement, and apply broad-based holistic approaches to the early detection of cancer with a focus on breast and cervical cancer.
3. Exercise independent judgment and plan, develop, and conduct nursing activities.
4. Understand medical language, pathophysiology, and ethical/legal issues in relation to healthcare and public health.
5. Maintain effective interaction with Cancer Detection Section (CDS) program Primary Care Providers (PCPs) so that program standards and benchmarks are met.
6. Gain and maintain confidence of PCP providers that deliver CDS program services.
7. Coordinate and conduct PCP trainings that use educational strategies to assist and reinforce needed system changes to adhere to program requirements and standards.
8. Propose and share practical solutions to common PCP system problems related to patient tracking, follow-up, and rescreening activities.
9. Be current in literature and trends in clinic management systems.
10. Effectively maintain, and comply with confidentiality policies. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations should be applied when communicating with internal and external agencies, maintenance, handling and storage of EWC recipient Personal Health Information. The CC must understand applicable patient/provider consent laws.
11. Effectively communicate with CDS complex program or policy related issues to receive guidance and resolution.

ANALYTICAL/EVALUATION SKILLS

11. Analyze nursing activities and situations accurately and take effective action.

**Exhibit T – Core Competency Requirements
Clinical Coordinator**

12. Use analytic skills in developing and instituting solutions to unique health care situations that improve clinic management systems.
13. Analyze and evaluate data from various sources such as: program data reports, county census, and professional literature to improve clinical management services and program delivery.

CORRESPONDENCE/INTERNAL AND EXTERNAL RELATIONSHIPS

14. Communicate effectively both verbally and in writing to work with individuals and groups.
15. Direct and instruct health care colleagues in a collaborative, constructive and non-threatening way.
16. Work with other social and health agencies and functions of other health care professionals as related to public health nursing, with a focus on breast and cervical cancer.

Exhibit U – Core Competency Requirements Health Educator

The Health Educator must possess at least a Bachelor's degree in Health Education or Community Health. A Master's degree in Public Health with an emphasis in health education or another health-related field is strongly preferred. This person shall possess the ability to do the following:

- Have leadership skills to conduct health education activities.
- Assert health education principles, methods, techniques, and theories effective in the planning and implementation of a health education program and its relationship in bringing about voluntary behavioral change.
- Apply health promotion, disease prevention, and health education principles and concepts with a degree of independence to support or advise individuals, public health agencies and other local entities.
- Establish and maintain priorities to meet the Scope of Work (SOW).

The list below includes the mandatory knowledge, skills, and abilities the Health Educator must possess:

HEALTH EDUCATION/LEADERSHIP SCOPE

1. Apply health education skills and knowledge when developing approaches to target the various priority populations.
2. Apply the skills of group facilitation or individual counseling to ensure that plans for health education programming will meet the needs of the priority populations.
3. Apply appropriate health education principles when teaching outreach educational sessions/encounters to appropriate priority group women.
4. Apply the principles of health education to develop practice measures to evaluate and report the successes and challenges of educational programming.
5. Uphold the Code of Ethics for the Health Education Professional, by the Society for Public Health Education (www.sophe.org/content/ethics.asp).
6. Uphold the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations and policies as they apply to SOW.
7. Maintain leadership in organizing educational sessions/encounters in communities where there are high rates of breast and cervical cancer. Build relationships that facilitate teaching the tailored educational sessions/encounter required in the SOW.

ANALYTICAL/EVALUATION SKILLS

**Exhibit U – Core Competency Requirements
Health Educator**

8. Analyze the needs of the Contractor's region with Cancer Detection Section (CDS) priorities and develop a reasonable plan to best reach women most in need of educational services.
9. Evaluate Tailored Health Education sessions/encounters, approaches, and cultural appropriateness and document on appropriate progress report forms.
10. Analyze health education activities and situations accurately and take effective action.

CORRESPONDENCE/INTERNAL AND EXTERNAL RELATIONSHIPS

11. Communicate effectively both verbally and in writing to work with individuals and groups.
12. Develop relationships with local agencies and community leaders that can assist in identifying/reaching CDS defined priority populations.
13. Ability to develop and design evaluation tools; implement evaluation strategies to evaluate community education programs; and utilize them on the various demographic groups to whom educational programming is targeted.
14. Advise management of challenges/barriers in conducting health education activities and make recommendations on how to address or to overcome them.