

CONTRACT REQUEST (Submit 3 copies) ☐ **Expedite** (complete Items 15 and 16)

5313

| | | | | |
|---|------------------------------------|---------------------------------|--|--|
| 1. Agreement/Amendment number 10-10258 | 2. Transaction amount \$300,000 | 3. Agreement total \$300,000 | 4. Term start date and end 7/1/2010 12/31/2011 | |
| 5. Contractor's/Grantee's name Santa Barbara County Public Health Department | | | 6. Federal I.D. number 94-6002833 | |
| 7. Contact person's name June English, Project Coordinator | | | 8. Contact person's telephone number (805) 681-5270 | |

9. **Agreement Type** (Enter an "X" in front of the numbered item(s) that matches the service type. Confirm the choice against CMU's Decision Trees.)

| | |
|--|--|
| <input type="checkbox"/> 1 Consultant (Not for universities or government entities) | <input type="checkbox"/> 8 CSU – California State University Campus or Trustees (Not for Foundations) |
| <input checked="" type="checkbox"/> 2 Direct Services to Public/Subvention | <input type="checkbox"/> 9 UC – University of California Campus or The Regents of UC |
| <input type="checkbox"/> 3 Grant Award (authorized by program statute) | <input type="checkbox"/> 10 Other (Room/booth rental, stipends, classified ads, memberships, etc.) |
| <input type="checkbox"/> 4 Personal Service (Non-IT) | <input type="checkbox"/> 11 Information Technology (Consultant) – Non-CMAS on STD 213 |
| <input type="checkbox"/> 5 Business service (Non-IT) | <input type="checkbox"/> 12 Information Technology (Personal/Maintenance) – Non-CMAS on STD 213 |
| <input type="checkbox"/> 6 Public Works (Construction) | <input type="checkbox"/> 13 Incoming Funds – Reimbursement/revenue producing |
| <input type="checkbox"/> 7 State Agency, Department, Board or Commission of any State | |

10. **Business Type** (Enter an "X" in the appropriate box indicating the Contractor's business type. Confirm the choice with Contractor or on STD 204)

| |
|--|
| <input type="checkbox"/> 1 For Profit Entity Individual, commercial business, partnership, joint venture, incorporated or unincorporated organization, etc. |
| <input type="checkbox"/> 2 Nonprofit Entity Public or private incorporated organization, e.g., College Foundation. Maintain proof of nonprofit status in program files. |
| <input checked="" type="checkbox"/> 3 Government Entity City, County, California State agency, CSU campus/trustees, federal agency, another state, etc. |
| <input type="checkbox"/> 4 Public Entity UC campus/Regents, school/water/utility district, other municipality, joint powers agency, etc. |

11. **For Profit Contractor Information – (Complete if Business Type in Item 10 is 1)** ☐ N/A — Multi-owner corporation

a. Owner's Gender (Enter "X" by one) — (Enter data of the person with 51% or more ownership interest. If none, mark "N/A" above) ☐ Male ☐ Female

b. Owner's Ethnicity (Enter "X" by one).....☐ Asian-Indian ☐ Black ☐ Hispanic ☐ Native American ☐ Pacific-Asian ☐ Other (specify) _____

c. Owner's Race (Enter "X" by one).....☐ American Indian/Alaska Native ☐ Asian ☐ White ☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander ☐ Other (specify) _____

12. **DVBE Participation** ☒ N/A — Types 2, 3, 7, 8, 9, 10, 13 ☐ N/A — Business Type is 3 or 4 ☐ N/A — Amendment (no funds added)

____ % DGS-certified DVBE usage achieved ☐ Good Faith Effort ☐ Waived by CMU or Control Agency (attach proof of waiver) ☐ N/A-Contract under \$10,000

☐ DVBE Incentive was granted during solicitation ☐ Contractor is DGS-certified DVBE

☐ DGS-certified DVBE subcontractors being used ____ Total number of DVBE subcontractors ____ Total dollars to all DVBE subcontractors

13. **Small Business Status (Enter "X" by one)** ☐ 1 – DGS-certified Small or Microbusiness ☒ 2 – Not a small business or not DGS-certified

☐ Non-small business contractor using DGS-certified Small Business or Microbusiness for 25% or more of agreement amount, preference granted.

____ Total number of DGS-certified small business subcontractors used in this agreement

____ Total dollar amount to all DGS-certified small business subcontractors in this agreement

14. **Funding — (Complete all that apply):**

| | | | | |
|---|--|--|---|--|
| <input checked="" type="checkbox"/> Federal Funds Total \$10,000 | <input type="checkbox"/> State-Matching Funds Total \$ ____ | <input type="checkbox"/> State Funds Only Total \$ ____ | <input checked="" type="checkbox"/> Local Assistance \$290,000 | Bond— ____ bond name/number Total \$ ____ |
|---|--|--|---|--|

15. **Expedite Handling Reason** — (Enter "X" as applicable) (Note — Must be approved by Chief Deputy Director or Above and approval attached)

| | | | |
|---|--|--|--|
| <input type="checkbox"/> Emergency | <input type="checkbox"/> Politically sensitive to CDPH Director, Legislature, or Governor | <input type="checkbox"/> Cash flow problems of Contractor | <input type="checkbox"/> Other (attach justification) |
|---|--|--|--|

16. **Explain the issues below: (a) Why is expedite handling required, (b) what negative consequences will occur if the request is denied, and (c) if applicable, why was the agreement or amendment not processed timely?**

17. **Funding Program Contact Information/Agreement Authorization**

| | |
|---|--|
| Program analyst's name Jorge Santiago | Program analyst's email address Jorge.Santiago@cdph.ca.gov |
| Program analyst's telephone number (916) 449-5329 | Program analyst's Fax number (916) 449-5310 |
| Division name of funding program Chronic Disease and Injury Control | Section name of funding program Cancer Detection Section |

| | | | |
|--|---------------------------|--------------------|-------------------------------|
| Mailing address (Street address, room number, mail station code, if appropriate, PO Box) 1616 Capitol Avenue, Suite 74.421, MS 7203, P.O. Box 997377 | City Sacramento | State CA | Zip code 95899-7377 |
|--|---------------------------|--------------------|-------------------------------|

| | | |
|-----------------------------------|--|-------------|
| Division Chief or Above Signature | Printed name/title of person signing Donald O. Lyman, M.D., Division Chief | Date signed |
|-----------------------------------|--|-------------|

STANDARD AGREEMENT

STD 213 (CDPH Rev 9/09)

REGISTRATION NUMBER

AGREEMENT NUMBER

10-10258

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

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

Santa Barbara County Public Health Department

2. The term of this Agreement is: 7-1-10 through 12-31-11
or upon approval by all parties whichever is later3. The maximum amount of this Agreement is: \$ 300,000
Three Hundred Thousand Dollars

4. 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 | 17 pages |
| Exhibit B – Budget Detail and Payment Provisions | 7 pages |
| Exhibit B, Attachment I – Budget (Year 1) | 1 page |
| Exhibit B, Attachment II – Budget (Year 2) | 1 page |
| Exhibit C * – General Terms and Conditions | GTC 610 |
| Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement) | 25 pages |
| Exhibit E – Additional Provisions | 4 pages |
| Exhibit F – Contractor's Release | 1 page |
| Exhibit G – Travel Reimbursement Information | 2 pages |
| Exhibit H – HIPAA Business Associate Addendum | 7 pages |
| Exhibit I – Invoice Cover Letter Template | 1 page |
| Exhibit J – 8-Line Item Invoice Template | 1 page |
| See Exhibit E, Provision 1 for additional incorporated exhibits | |

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.dqs.ca.gov/Standard+Language>.

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

CONTRACTOR

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

Santa Barbara County Public Health Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Janet Wolf, Chair, Board of Supervisors

ADDRESS

c/o Public Health Department
345 Camino Del Remedio, Room 332, Santa Barbara, CA 93110**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)



DATE SIGNED (Do not type)

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**California Department of
General Services Use Only**

☒ Exempt per: Revenue and Taxation
 Code 30461.6(m); Health and Safety
 Code 104150

CCC-307

CERTIFICATION

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

| | | |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> | |

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**Budget Justification
Year 1
7/1/10 – 06/30/11**

| <u>A. Personnel</u> | <u>Amount Requested</u> |
|---|--------------------------------|
| 1. Project Coordinator/Health Educator: June English, M.P.H., M.A. Rate of Pay: \$3,165 bi-weekly x 26 pay periods Salary Range: \$4,912-\$5,926 monthly at .40 FTE | \$37,986 |

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, CDP:EWC local contact person, and the overall project evaluator. Responsibilities include oversight of program implementation, supervision of Clinical Coordinator and Community Health Workers (CHW's); 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 quarterly 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's health education component. Health Education duties include: plan, coordinate, and implement tailored education/outreach activities using the CDP:EWC approved curriculum, oversee CHW activity with targeted, focused outreach and recruitment of underserved CDP:EWC eligible priority population women throughout the region; evaluate tailored education classes, approaches, and cultural appropriateness; complete the appropriate online CDP:EWC progress report; and uphold HIPAA regulations and policies as they apply to the SOW. Also, the Health Educator will collaborate with Clinical Coordinator to investigate complaints reported by the CDP: EWC Consumer 800 Number; respond to complaints within 30 days of receipt, and maintain a complaint log of all completed activities and record of complaint resolution. Clinical Coordinator will be lead to coordinate and document resolution of patient complaints. The Project Coordinator's duties will not exceed .10 FTE.

| | |
|--|----------|
| 2. Clinical Coordinator: Michele Ratcliff, B.S.N. Rate of Pay: \$3,450 bi-weekly x 26 pay periods Salary Range: \$5,672-\$6,760 monthly at 1.0 FTE | \$90,045 |
|--|----------|

The Clinical Coordinator, reports directly to the Project Coordinator, maintains a network of enrolled Primary Care Providers (PCP) sites and referral providers, monitors the performance of PCP and participates in planned reductions or

increases of PCPs as directed by *CDP:EWC*.

Provides ongoing *CDP: EWC* program orientation, training, and technical assistance to enrolled PCPs and their staff. Updates the enrolled PCP Provider file with a current Primary Care Provider Enrollment Agreement, PCP Survey, the physical address(es) and contacts in the RCMIS reporting system, and reports these changes to CDS Provider Services Unit. Tracks and accurately records the PCP orientation sessions, technical assistance (TA) provided into RCMIS.

Conducts a Site Review at enrolled PCP physical location, using *CDP:EWC* approved tools and protocols as assigned annually in a Program Letter.

Reports noncompliant, non-responsive PCPs to *CDP:EWC* using the Occurrence form and protocols.

Participates in Continuous Quality Improvement (CQI) projects (MDE & Data Abstractions). as determined by *CDP:EWC*.

Coordinates resolution of patient complaints referred to the Region by callers to the 1-800 consumer number and by direct contact with client, and the record keeping and documentation of complaint resolution.

Delivers ongoing Core Program Performance Indicator (CPPI) technical assistance/training with summary analysis of CPPI improvement efforts as needed and reports CQI activities in the RCMIS reporting system. Provides mandatory CPPI training to 100 percent of providers identified by *CDP:EWC* as having a significant data reporting problem. Delivers ongoing CPPI technical assistance/training as needed. according to HIPAA guidelines; and assure that providers conduct client follow up and access to treatment. This position serves as the Privacy Officer and provides enforcement and training on confidentiality/privacy according to federal HIPAA regulations.

| | |
|-----------------|-----------|
| Total Salaries: | \$128,031 |
|-----------------|-----------|

| | |
|--|-----------------|
| B. <u>Fringe Benefits:</u> (33% of Personnel) | \$42,250 |
|--|-----------------|

Fringe Benefits include, depending on personnel classification: FICA, State Unemployment, State Disability Insurance, Worker's Compensation, Health Insurance, Dental Insurance, Vision, and Retirement.

| | |
|--------------------------|-----------|
| Total Personnel Expenses | \$170,281 |
|--------------------------|-----------|

C. Operating Expenses

| | |
|---------------------|---------|
| 1. General Expenses | \$4,043 |
|---------------------|---------|

This includes anticipated postage and copying costs, office supplies such as pens, pencils, paper, toner, etc. Also includes monthly costs related to

computers, telephones and fax machine.

D. Equipment \$ 0

E. Travel \$3,247

1. Required State Travel (@ State DPA Rates)

Includes travel and per diem of 1-2 staff persons to travel to one CDS State-sponsored mandatory training or meetings in Sacramento or other mandatory State Sponsored meetings at currently approved State reimbursement rates for mileage (rate of \$.50 / mile) and travel. Includes county motor pool charges for travel.

2. Agency Local Travel.

Local travel and per diem expenses in accordance with currently approved State reimbursement and per diem rates. Travel reimbursed at \$.50 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 conduct provider site visits, trainings, etc. Includes county motor pool charges for travel.

F. Subcontracts \$1,000

Provides hourly stipend at rate of pay within the CDS designated range rate of \$15 to \$25 per hour to non-contracted, mature Community Health Care Workers (CHW), previously trained by the Project Coordinator/Health Educator in the CDS approved curriculum for CHW's, 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 Costs \$21,429

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

Total Budget Amount **\$200,000**

**Budget Justification
Year 2
7/1/11 – 12/31/11**

| <u>A. Personnel</u> | <u>Amount Requested</u> |
|---|--------------------------------|
| 1. Project Coordinator/Health Educator: June English, M.P.H., M.A. Rate of Pay: \$3,165 bi-weekly x 13 pay periods Salary Range: \$4,912-\$5,926 monthly at .40 FTE | \$18,993 |

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, CDP:EWC local contact person, and the overall project evaluator. Responsibilities include oversight of program implementation, supervision of Clinical Coordinator and Community Health Workers (CHW's); 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 quarterly 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's health education component. Health Education duties include: plan, coordinate, and implement tailored education/outreach activities using the CDP:EWC approved curriculum, oversee CHW activity with targeted, focused outreach and recruitment of underserved CDP:EWC eligible priority population women throughout the region; evaluate tailored education classes, approaches, and cultural appropriateness; complete the appropriate online CDP:EWC progress report; and uphold HIPAA regulations and policies as they apply to the SOW. Also, the Health Educator will collaborate with Clinical Coordinator to investigate complaints reported by the CDP: EWC Consumer 800 Number; respond to complaints within 30 days of receipt, and maintain a complaint log of all completed activities and record of complaint resolution. Clinical Coordinator will be lead to coordinate and document resolution of patient complaints. The Project Coordinator's duties will not exceed .10 FTE.

| | |
|--|----------|
| 2. Clinical Coordinator: Michele Ratcliff, B.S.N. Rate of Pay: \$3,450 bi-weekly x 13 pay periods Salary Range: \$5,672-\$6,760 monthly at 1.0 FTE | \$45,023 |
|--|----------|

The Clinical Coordinator, reports directly to the Project Coordinator, maintains a network of enrolled Primary Care Providers (PCP) sites and referral providers, monitors the performance of PCP and participates in planned reductions or

increases of PCPs as directed by *CDP:EWC*.

Provides ongoing *CDP: EWC* program orientation, training, and technical assistance to enrolled PCPs and their staff. Updates the enrolled PCP Provider file with a current Primary Care Provider Enrollment Agreement, PCP Survey, the physical address(es) and contacts in the RCMIS reporting system, and reports these changes to CDS Provider Services Unit. Tracks and accurately records the PCP orientation sessions, technical assistance (TA) provided into RCMIS.

Conducts a Site Review at enrolled PCP physical location, using *CDP:EWC* approved tools and protocols as assigned annually in a Program Letter.

Reports noncompliant, non-responsive PCPs to *CDP:EWC* using the Occurrence form and protocols.

Participates in Continuous Quality Improvement (CQI) projects (MDE & Data Abstractions). as determined by *CDP:EWC*.

Coordinates resolution of patient complaints referred to the Region by callers to the 1-800 consumer number and by direct contact with client, and the record keeping and documentation of complaint resolution.

Delivers ongoing Core Program Performance Indicator (CPPI) technical assistance/training with summary analysis of CPPI improvement efforts as needed and reports CQI activities in the RCMIS reporting system. Provides mandatory CPPI training to 100 percent of providers identified by *CDP:EWC* as having a significant data reporting problem. Delivers ongoing CPPI technical assistance/training as needed. according to HIPAA guidelines; and assure that providers conduct client follow up and access to treatment. This position serves as the Privacy Officer and provides enforcement and training on confidentiality/privacy according to federal HIPAA regulations.

| | |
|-----------------|----------|
| Total Salaries: | \$64,016 |
|-----------------|----------|

| | |
|--|----------|
| B. <u>Fringe Benefits:</u> (33% of Personnel) | \$21,125 |
|--|----------|

Fringe Benefits include, depending on personnel classification: FICA, State Unemployment, State Disability Insurance, Worker's Compensation, Health Insurance, Dental Insurance, Vision, and Retirement.

| | |
|--------------------------|----------|
| Total Personnel Expenses | \$85,141 |
|--------------------------|----------|

C. Operating Expenses

| | |
|---------------------|---------|
| 1. General Expenses | \$2,021 |
|---------------------|---------|

This includes anticipated postage and copying costs, office supplies such as pens, pencils, paper, toner, etc. Also includes monthly costs related to

computers, telephones and fax machine.

D. Equipment \$ 0

E. Travel \$1,624

1. Required State Travel (@ State DPA Rates)

Includes travel and per diem of 1-2 staff persons to travel to one CDS State-sponsored mandatory training or meetings in Sacramento or other mandatory State Sponsored meetings at currently approved State reimbursement rates for mileage (rate of \$.50 / mile) and travel. Includes county motor pool charges for travel.

2. Agency Local Travel.

Local travel and per diem expenses in accordance with currently approved State reimbursement and per diem rates. Travel reimbursed at \$.50 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 conduct provider site visits, trainings, etc. Includes county motor pool charges for travel.

F. Subcontracts \$500

Provides hourly stipend at rate of pay within the CDS designated range rate of \$15 to \$25 per hour to non-contracted, mature Community Health Care Workers (CHW), previously trained by the Project Coordinator/Health Educator in the CDS approved curriculum for CHW's, 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 Costs \$10,714

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

Total Budget Amount **\$100,000**

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health the services described herein: 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. Responsibilities include specific activities to implement Tailored Health Education (THE), provide Quality Clinical Services, and optimize Professional Education. The program goals and activities will promote awareness and increase the number of women who are screened and re-screened for breast and cervical cancer. 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.

2. Service Location

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

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 | Contractor |
|---|---|
| Katie Owens Telephone: (916) 449-5322 Fax: (916) 449-5310 E-mail: Katie.Owens@cdph.ca.gov | Scott Mc Cann, PhD., LCSW Telephone: (805) 681-5270 Fax: (805) 681-5200 E-mail: Scott.Mccann@sbcphd.org |

B. Direct all inquiries to:

| California Department of Public Health | Contractor |
|--|--|
| Cancer Detection Section Attention: Jorge Santiago Mail Stop 7203 1616 Capitol Avenue, Suite 74.421 P.O. Box 997377 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 Attention: June English 345 Camino Del Remedio, Room 339 Santa Barbara, CA 93110 Telephone: (805) 681-4783 Fax: (805) 681-5159 E-mail: Jenglish@sbcphd.org |

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.

Exhibit A
Scope of Work

5. Allowable Informal Scope of Work Changes

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the SOW, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by the State, the Contractor may devise its own format for this purpose.

6. Subcontract Requirements

This provision supersedes Paragraph 5.a, "Subcontract Requirements," of Exhibit D(F), "Special Terms and Conditions," by the following.

- A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services, regardless of amount. Except as indicated in Paragraph A(3) herein, when securing subcontracts for services of \$5,000 or more, 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.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.

Exhibit A
Scope of Work

B. This provision supersedes Paragraph 5.c, "Subcontract Requirements," of Exhibit D(F), "Special Terms and Conditions," by the following.

- 1) All actual subcontracts (i.e., written agreement between the Contractor and a subcontractor/consultant) regardless of the amount, are subject to the prior review and written approval of CDPH. Each proposed subcontract request must be justified in writing and submitted to CDPH. All subcontract approvals must be confirmed in writing by CDPH.

C. The provisions of Paragraph 5, "Subcontract Requirements," of Exhibit D(F), "Special Terms and Conditions," are supplemented by the following provisions.

- 1) Total expenditures for subcontract agreements for the hiring of community workers, including, but not limited to, Promotoras/Community Health Workers, and Interpreters shall not exceed a maximum of \$5,000 per year.
- 2) The State reserves the right to reject reimbursement for subcontract agreements not approved in writing by CDPH.

7. Staffing

A. At a minimum, each contract must include one (1) Health Educator and one (1) Clinical Coordinator. Full Time Employee (FTE) hours for the Health Educator may be adjusted to meet each region's funding availability.

There must be a designated Project Coordinator with overall responsibility for contract deliverables and contract administration. Position cannot exceed .10 FTE.

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

B. The Contractor must adhere to the Core Competency Requirements for Project Coordinator, Clinical Coordinator, and Health Educator (see Exhibit E, Item 1, Paragraph B), as well as meet the staffing requirements below in Item E. Applicants should demonstrate sufficient staffing to meet the SOW objectives and activities. The State reserves the right to approve or disapprove changes in key personnel that occur after awards are made.

C. 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.

D. Contractor shall submit Exhibit L, "Staffing Report," to the State within two weeks of execution of this contract, and/or 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.

E. The following is the recommended staffing pattern and duties. Alternative patterns are acceptable; however, the State strongly recommends the minimum staffing described below. Successful Applicants must demonstrate the ability to deploy staff, if directed by the State, to other regions to assist with workloads related to assuring that statewide Core Program Performance Indicators are met.

Exhibit A
Scope of Work

1) Project Coordinator/Clinical Coordinator

- a. Typically this position will have at least five (5) years experience working in a public health or community related setting in the clinical field, with experience in supervising health professionals and managing programs.
- b. Will have the ultimate responsibility of meeting the regional Core Program Performance Indicators (CPPIs) and conducting administrative functions.
- c. Project/Clinical Coordinator is a combined function, and will perform both if the individual meets both Project Coordinator Core Competency Requirements and Clinical Core Competency Requirements (see Exhibit E, Item 1, Paragraph B).
- d. Will serve as the liaison with the State.
- e. Will have the responsibility of performing tasks to achieve Objective 2, Quality Clinical Services.

2) Clinical Coordinator

- a. Must meet the Clinical Core Competency Requirements.
- b. Will have responsibility of meeting the regional CPPIs and conducting Quality Clinical Services component of the SOW.

3) Health Educator

- a. Will have the responsibility of performing tasks to achieve Objective 1, Tailored Health Education.
- b. Will support the completion of SOW Activity 2.A. Report of Patient Complaints and Resolution, directed by the Project/Clinical Coordinator.

8. 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.

9. 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.

Exhibit A
Scope of Work

- 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 and three (3) copies of Progress Reports, which describe 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 | 07/01/10 | 12/31/10 | 01/31/11 |
| 2) Second Report | 01/01/11 | 06/30/11 | 07/31/11 |
| 3) Third Report | 07/01/11 | 12/31/11 | 12/31/11 |

- 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.

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

Exhibit A
Scope of Work
Year 1
(07/01/10 – 06/30/11)

| PROGRAM COMPONENT: 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, 2011, the Regional Contractor will deliver THE to the assigned priority populations. | | | |
| 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 session or one-to-one encounter 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"> • 50 percent of the total number of women must be reached by December 31, 2010 • 100 percent of the total number of women must be reached by June 30, 2011 • 100 percent of each priority population must be reached by June 30, 2011 • 75 percent of the total must be reached via small group session by June 30, 2011 | Health Educator | July 1, 2010 through June 30, 2011 | Completed forms in RCMIS: THE Session Form THE Participant Form Sign-in Form |

Exhibit A
Scope of Work
Year 1
(07/01/10 – 06/30/11)

| PROGRAM COMPONENT: 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, 2011, the Regional Contractor will deliver THE to the assigned priority populations. | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) |
| B. Establish collaborative relationships with a total number of new community organizations each progress report period as specified in a Program Letter. | Health Educator | July 1, 2010 through June 30, 2011 | RCMIS Report of Community Collaboration Form |
| C. Recruit and/or maintain a total number of CHWs who are at least 50 years of age and who identify as a member of the priority population, as specified in a Program Letter. | Health Educator | July 1, 2010 through June 30, 2011 | CHW Roster Signed CHW Policy |
| 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 | July 1, 2010 through June 30, 2011 | Evaluation Training Log |

Exhibit A
Scope of Work
Year 1
(07/01/10 – 06/30/11)

| PROGRAM COMPONENT: 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, 2011, the Regional Contractor will deliver THE to the assigned priority populations. | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) |
| <p>E. Health Educator will coordinate with Clinical/Project Coordinator to investigate complaints reported to the CDP: EWC Consumer 800 Number.</p> <ul style="list-style-type: none"> • Review within 30 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 | Health Educator | July 1, 2010 through June 30, 2011 | Complaint Log |

Exhibit A
Scope of Work
Year 1
(07/01/10 – 06/30/11)

| PROGRAM COMPONENT: QUALITY CLINICAL SERVICES | | | |
|--|----------------------|------------------------------------|---|
| Component Goal: Identify and maintain a network of PCPs that will implement, document, and report quality clinical services throughout California. | | | |
| Objective 2: By June 30, 2011, the Contractor will improve or maintain provider performance on the nine (9) clinical CPPIs. See Exhibit A – Attachment II for the Quality Clinical Services Operational Requirements. | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) |
| <p>A. Support a network of enrolled PCP sites.</p> <ul style="list-style-type: none"> Monitor performances of providers and participate in planned reduction of enrolled providers determined in a program letter. Provide ongoing <i>CDP: EWC</i> program orientation, training, and technical assistance to enrolled providers and staff. Coordinate recording and resolution of patient complaints referred by 1-800 number and by direct contact. | Clinical Coordinator | July 1, 2010 through June 30, 2011 | <p>Enrolled Provider File including physical addresses and contacts, updated monthly in RCMIS</p> <p>Report of PCP new staff Orientation</p> <p>Report of PCP TA</p> <p>Report of Patient Complaints and Resolution</p> |

Exhibit A
Scope of Work
Year 1
(07/01/10 – 06/30/11)

| PROGRAM COMPONENT: QUALITY CLINICAL SERVICES | | | |
|--|--------------------------|---|--|
| Component Goal: Identify and maintain a network of PCPs that will implement, document, and report quality clinical services throughout California. | | | |
| Objective 2: By June 30, 2011, the Contractor will improve or maintain provider performance on the nine (9) clinical CPPIs. See Exhibit A – Attachment II for the Quality Clinical Services Operational Requirements. | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) |
| 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. 100 percent completed by June 30, 2011 | Clinical Coordinator | July 1, 2010 through June 30, 2011 June 30, 2011 | Completed Site Review tool(s) |
| C. Participate in CQI projects as determined by CDS. | Clinical Coordinator | July 1, 2010 through June 30, 2011 | Report of CQI activities |

Exhibit A
Scope of Work
Year 1
(07/01/10 – 06/30/11)

| Program Component: QUALITY CLINICAL SERVICES | | | | |
|--|--------------------------|------------------------------------|---|--|
| Component Goal: Identify and maintain a network of PCPs that will implement, document, and report quality clinical services throughout California. | | | | |
| Objective 2: By June 30, 2011, the Contractor will improve or maintain provider performance on the nine (9) clinical CPPIs. See Exhibit A – Attachment II for the Quality Clinical Services Operational Requirements. | | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) | |
| 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. | Clinical Coordinator | July 1, 2010 through June 30, 2011 | Report of ongoing CPPI TA Report of ongoing CPPI training Report of mandatory CPPI training with summary analysis of CPPI improvement efforts | |
| E. Recruit clinicians to attend cervical training as scheduled. The number of trainings/participants will be determined annually in a Program Letter. <ul style="list-style-type: none"> Track enrolled providers on the designated website Send a list of recommended course sites to CDS by July 1 each Fiscal Year | Clinical Coordinator | July 1, 2010 through June 30, 2011 | Report of Clinicians trained & untrained List of potential course sites, Copies of Recruitment Materials on file | |

Exhibit A
Scope of Work
Year 2
(07/01/11 – 12/31/11)

| PROGRAM COMPONENT: 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, 2011, the Regional Contractor will deliver THE to the assigned priority populations. | | | |
| 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 session or one-to-one encounter 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, 2011 • 100 percent of each priority population must be reached by December 31, 2011 • 75 percent of the total must be reached via small group session by December 31, 2011 | Health Educator | July 1, 2011 through December 31, 2011 | Completed forms in RCMIS: THE Session Form THE Participant Form Sign-in Form |
| <p>B. Establish collaborative relationships with a total number of new community organizations each progress report period as specified in a Program Letter.</p> | Health Educator | July 1, 2011 through December 31, 2011 | RCMIS Report of Community Collaboration Form |

Exhibit A
Scope of Work
Year 2
(07/01/11 – 12/31/11)

| PROGRAM COMPONENT: 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, 2011, the Regional Contractor will deliver THE to the assigned priority populations. | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) |
| C. Recruit and/or maintain a total number of CHWs who are at least 50 years of age and who identify as a member of the priority population, as specified in a Program Letter. | Health Educator | July 1, 2011 through December 31, 2011 | CHW Roster Signed CHW Policy |
| 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 | July 1, 2011 through December 31, 2011 | Evaluation Training Log |

Exhibit A
Scope of Work
Year 2
(07/01/11 – 12/31/11)

| PROGRAM COMPONENT: 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, 2011, the Regional Contractor will deliver THE to the assigned priority populations. | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) |
| <p>E. Health Educator will coordinate with Clinical/Project Coordinator to investigate complaints reported to the CDP: EWC Consumer 800 Number.</p> <ul style="list-style-type: none"> a. Review within 30 days of receipt b. Maintain a log of all completed activities • Record complaints resolved and make available in confidential format to CDS within two weeks upon request | Health Educator | July 1, 2011 through December 31, 2011 | Complaint Log |

Exhibit A
Scope of Work
Year 2
(07/01/11 – 12/31/11)

| PROGRAM COMPONENT: QUALITY CLINICAL SERVICES | | | |
|--|--------------------------|--|---|
| Component Goal: Identify and maintain a network of PCPs that will implement, document, and report quality clinical services throughout California. | | | |
| Objective 2: By December 31, 2011, the Contractor will improve or maintain provider performance on the nine (9) clinical CPPs. See Exhibit A – Attachment II for the Quality Clinical Services Operational Requirements. | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) |
| <p>A. Support a network of enrolled PCP sites.</p> <ul style="list-style-type: none"> • Monitor performances of providers and participate in planned reduction of enrolled providers determined in a program letter • Provide ongoing <i>CDP</i>: <i>EWC</i> program orientation, training, and technical assistance to enrolled providers and staff • Coordinate recording and resolution of patient complaints referred by 1-800 number and by direct contact | Clinical Coordinator | July 1, 2011 through December 31, 2011 | <p>Enrolled Provider File including physical addresses and contacts, updated monthly in RCMIS</p> <p>Report of PCP New Staff Orientation</p> <p>Report of PCP TA</p> <p>Report of Patient Complaints and Resolution</p> |
| <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>100 percent completed by December 31, 2011</p> | Clinical Coordinator | <p>July 1, 2011 through December 31, 2011</p> <p>December 31, 2011</p> | Completed Site Review tool(s) |

Exhibit A
Scope of Work
Year 2
(07/01/11 – 12/31/11)

| PROGRAM COMPONENT: QUALITY CLINICAL SERVICES | | | |
|---|----------------------|--|--|
| Component Goal: Identify and maintain a network of PCPs that will implement, document, and report quality clinical services throughout California. | | | |
| Objective 2: By December 31, 2011, the Contractor will improve or maintain provider performance on the nine (9) clinical CPPIs. See Exhibit A – Attachment II for the Quality Clinical Services Operational Requirements. | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) |
| C. Participate in CQI projects as determined by CDS. | Clinical Coordinator | July 1, 2011 through December 31, 2011 | Report of CQI activities |

Exhibit A
Scope of Work
Year 2
(07/01/11 – 12/31/11)

| Program Component: QUALITY CLINICAL SERVICES | | | |
|--|--------------------------|--|---|
| Component Goal: Identify and maintain a network of PCPs that will implement, document, and report quality clinical services throughout California. | | | |
| Objective 2: By December 31, 2011, the Contractor will improve or maintain provider performance on the nine (9) clinical CPPIs. See Exhibit A – Attachment II for the Quality Clinical Services Operational Requirements. | | | |
| Required Activities | Responsible Staff | Time Line | Deliverables (Due semi-annually, unless otherwise stated) |
| 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. | Clinical Coordinator | July 1, 2011 through December 31, 2011 | Report of ongoing CPPI TA Report of ongoing CPPI training Report of mandatory CPPI training with summary analysis of CPPI improvement efforts |
| E. Recruit clinicians to attend cervical training as scheduled. The number of trainings/participants will be determined annually in a Program Letter. <ul style="list-style-type: none"> Track enrolled providers on the designated website Send a list of recommended course sites to CDS by July 1 each Fiscal Year | Clinical Coordinator | July 1, 2011 through December 31, 2011 | Report of Clinicians trained & untrained List of potential course sites, Copies of Recruitment Materials on file |

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 quarterly in arrears not more frequently than 30 days. Each quarterly invoice shall be submitted for payment no more than sixty (60) calendar days following the close of each 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, including 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 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% 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 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) \$200,000 for the budget period of 07/01/10 through 06/30/11.
 - 2) \$100,000 for the budget period of 07/01/11 through 12/31/11.
- 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. Reimbursable amounts shall be determined by program performance.
- 1) SOW objectives will be evaluated at the end of each fiscal year. CDS has assigned a percentage weight of 15 percent of the total annual budget to each SOW objective. For each SOW objective that is not met, the corresponding final fiscal year invoice will be reduced by the 15 percent amount. Evaluation outcomes will be linked to future contract awards.
 - 2) Each SOW activity will be evaluated at the end of each six-month reporting period. CDS has assigned a percentage weight of 10 percent of the total annual budget to each SOW activity. Failure to complete a SOW activity, by the end of a six-month reporting period, will result in a decrease equal to 5 percent of the total annual budget from subsequent invoice(s).

Exhibit B
Budget Detail and Payment Provisions

- D. If during the term of this contract CDS determines that contract goals, objectives, and deliverables will not be met and the maximum amount payable in a specified budget period will not be expended, CDS reserves the right to reduce the contract amount by the amount that CDS determines will not be expended based on underutilization of specific line items or determination that the rate of expenditure is such that the amounts specified will not be fully expended, as indicated by invoices, performance reports or other sources of data.
- E. Reductions made by CDS in accordance with Exhibit B, Items 4.C, Paragraphs 1) and 2), and 4.D 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 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. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, line item shifts of up to 10% of the annual contract total, not to exceed a maximum of \$50,000 annually are allowed, so long as the annual agreement total neither increases or decreases.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

7. 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, and II.

Exhibit B

Budget Detail and Payment Provisions

- 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, may also require a formal contract amendment before such changes can be made.

8. 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.

9. 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.
- 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".

Exhibit B
Budget Detail and Payment Provisions

- F. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 10 in this exhibit entitled, "Recovery of Overpayments" for more information.

10. 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.

11. 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 Analyst. 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.

12. 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. 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.

Exhibit B
Budget Detail and Payment Provisions

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.

13. 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.
- 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 and Per Diem: 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.

Exhibit B

Budget Detail and Payment Provisions

- 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
- 10) Total Payment Requested
- 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". The "Total Amount" claimed for this period should be carried down to the "Total Payment Requested" row of the invoice, unless otherwise instructed.
- 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.

14. Advance Payments

No advance payment is allowed under this agreement.

**Santa Barbara County Public Health Department
10-10258**

**Exhibit B Attachment I
Budget
Year 1
July 1, 2010 through June 30, 2011**

| | Budget Amount |
|--|--------------------------|
| A. PERSONNEL | 128,031 |
| B. FRINGE BENEFITS (33% of Personnel) | 42,250 |
| C. OPERATING EXPENSES | 4,043 |
| D. EQUIPMENT | 0 |
| E. TRAVEL (@ State DPA Rates) | 3,247 |
| F. SUBCONTRACTS | 1,000 |
| G. OTHER COSTS | 0 |
| H. INDIRECT COSTS (12% of Total Direct Costs) | 21,429 |
| TOTAL | 200,000 |

**Santa Barbara County Public Health Department
10-10258**

**Exhibit B Attachment I
Budget Detail
Year 01
July 1, 2010 through June 30, 2011**

| | Budget Amount |
|---|----------------------|
| A. PERSONNEL | |
| B = Bi-weekly M = Monthly | |
| 1. Project Coordinator/Health Educator (June English) M 40% \$4,912 - \$5,926 | 37,986 |
| 2. Clinical Coordinator (Michele Ratcliff) M 100% \$5,672 - \$6,760 | 90,045 |
| Total Salaries | 128,031 |
| B. FRINGE BENEFITS (33% of Personnel) | 42,250 |
| TOTAL PERSONNEL EXPENSES | 170,281 |
| C. OPERATING EXPENSES | |
| 1. General Expenses | 4,043 |
| D. EQUIPMENT | 0 |
| E. TRAVEL (@ State DPA Rates) | 3,247 |
| F. SUBCONTRACTS | |
| 1. Community Health Workers (hourly - Pierce, Pena, Ledesma, others)) | 1,000 |
| G. OTHER COSTS | 0 |
| Total Direct Costs | 178,571 |
| H. INDIRECT COSTS (12% of Total Direct Costs) | 21,429 |
| TOTAL | 200,000 |

**Santa Barbara County Public Health Department
10-10258**

**Exhibit B Attachment II
Budget
Year 2
July 1, 2011 through December 31, 2011**

| | Budget Amount |
|--|--------------------------|
| A. PERSONNEL | 64,016 |
| B. FRINGE BENEFITS (33% of Personnel) | 21,125 |
| C. OPERATING EXPENSES | 2,021 |
| D. EQUIPMENT | 0 |
| E. TRAVEL (@ State DPA Rates) | 1,624 |
| F. SUBCONTRACTS | 500 |
| G. OTHER COSTS | 0 |
| H. INDIRECT COSTS (12% of Total Direct Costs) | 10,714 |
| TOTAL | 100,000 |

**Santa Barbara County Public Health Department
10-10258**

**Exhibit B Attachment II
Budget Detail
Year 02
July 1, 2011 through December 31, 2011**

| | Budget Amount |
|---|----------------------|
| A. PERSONNEL | |
| B = Bi-weekly M = Monthly | |
| 1. Project Coordinator/Health Educator (June English) M 40% \$4,912 - \$5,926 | 18,993 |
| 2. Clinical Coordinator (Michele Ratcliff) M 100% \$5,672 - \$6,760 | 45,023 |
| Total Salaries | 64,016 |
| B. FRINGE BENEFITS (33% of Personnel) | 21,125 |
| TOTAL PERSONNEL EXPENSES | 85,141 |
| C. OPERATING EXPENSES | |
| 1. General Expenses | 2,021 |
| D. EQUIPMENT | 0 |
| E. TRAVEL (@ State DPA Rates) | 1,624 |
| F. SUBCONTRACTS | |
| 1. Community Health Workers (hourly - Pierce, Pena, Ledesma, others)) | 500 |
| G. OTHER COSTS | 0 |
| Total Direct Costs | 89,286 |
| H. INDIRECT COSTS (12% of Total Direct Costs) | 10,714 |
| TOTAL | 100,000 |

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.

Index of Special Terms and Conditions

| | |
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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 equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of

inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

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

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

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this

Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (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 exceeding \$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.ols.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 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, Subchapter 2.5, commencing with Section 251, 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.

Name of Contractor

Printed Name of Person Signing for Contractor

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

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

| | | |
|---|---|--|
| 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 | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 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 ____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, If known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known: | |
| 6. Federal Department/Agency | 7. Federal Program Name/Description: CDFA Number, if applicable: ____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i> | |
| 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. | Signature: _____ | |
| | Print Name: _____ | |
| | Title: _____ | |
| | Telephone No.: _____ Date: _____ | |
| Federal Use Only | | Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97) |

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. Additional Incorporated Exhibits

- A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

| | | |
|---------------|--|----------|
| 1) Exhibit K | Additional Budget Detail Invoice Template | 1 page |
| 2) Exhibit L | Staffing Report | 1 page |
| 3) Exhibit M | CDPH 1203 – Contractor Equipment Purchased with CDPH Funds | 2 pages |
| 4) Exhibit N | CDPH 1204 – Inventory/Disposition of CDPH-Funded Equipment | 2 pages |
| 5) Exhibit O | Program Overview and Purpose of Contract | 11 pages |
| 6) Exhibit P | Core Program Performance Indicators | 1 page |
| 7) Exhibit Q | Operational Requirements – Quality Clinical Services | 7 pages |
| 8) Exhibit R | Operational Requirements – Tailored Health Education | 4 pages |
| 9) Exhibit S | CDP: EWC Regional Map | 1 page |
| 10) Exhibit T | Core Competency Requirements – Project Coordinator | 2 pages |
| 11) Exhibit U | Core Competency Requirements – Clinical Coordinator | 2 pages |
| 11) Exhibit V | Core Competency Requirements – Health Educator | 2 pages |
| 12) Exhibit W | Approved Salary Ranges | 1 page |

- B. 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

2. Contract Amendments

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

Exhibit E
Additional Provisions

3. 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.

4. 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.
- 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

Exhibit E
Additional Provisions

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.

5. 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.

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.

6. 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.

Exhibit E
Additional Provisions

7. 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.

8. Confidentiality of Information

Item A below supersedes Exhibit D(F), Paragraph 13, Item E as follows:

- A. For purposes of this provision, identity shall include, but not be limited to name, identifying number, social security number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- B. The Clinical Coordinator shall be designated as the HIPAA Security Officer, see Exhibit H entitled, "HIPAA Business Associate Addendum" for more information.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 10-10258 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing 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 it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): Santa Barbara County Public Health Department

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information

(Mileage Reimbursement Decrease Effective 1/1/10)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

| Travel Location / Area | Reimbursement Rate |
|--|--------------------|
| Statewide (excluding the counties identified below) | \$ 84.00 plus tax |
| Counties of Los Angeles and San Diego | \$110.00 plus tax |
| Counties of Alameda, San Francisco, San Mateo, and Santa Clara | \$140.00 plus tax |

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

| Meal / Expense | Reimbursement Rate |
|---------------------|--------------------|
| Breakfast | \$ 6.00 |
| Lunch | \$ 10.00 |
| Dinner | \$ 18.00 |
| Incidental expenses | \$ 6.00 |

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **50 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

| Length of travel period | This condition exists... | Allowable Meal(s) |
|---|---|---------------------------|
| Less than 24 hours | Trip begins at or before 6 a.m. and ends at or after 9 a.m. | Breakfast may be claimed. |
| Less than 24 hours | Trip begins at or before 4 p.m. and ends at or after 7 p.m. | Dinner may be claimed. |
| <i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i> | | |
| 24 hours | Trip begins at or before 6 a.m. | Breakfast may be claimed. |
| 24 hours | Trip begins at or before 11 a.m. | Lunch may be claimed. |
| 24 hours | Trip begins at or before 5 p.m. | Dinner may be claimed. |
| More than 24 hours | Trip ends at or after 8 a.m. | Breakfast may be claimed. |
| More than 24 hours | Trip ends at or after 2 p.m. | Lunch may be claimed. |
| More than 24 hours | Trip ends at or after 7 p.m. | Dinner may be claimed. |
| <i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i> | | |

Exhibit H
HIPAA Business Associate Addendum

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 the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.
- H. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms defined in the HIPAA regulations.

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

Exhibit H
HIPAA Business Associate Addendum

1. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, 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 Addendum, 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.

2. 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.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of CDPH at the end of the contract period. These steps shall include, at a minimum, compliance with all of the data system security precautions set forth in Exhibit __, the CDPH Information Security Office, Information Systems Security Requirements for Projects (SR1 CDPH-ISO Project Requirements).

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDPH.

Exhibit H
HIPAA Business Associate Addendum

- 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 Addendum.
- 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 Addendum 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 Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH 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

Exhibit H
HIPAA Business Associate Addendum

- 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 Manager, 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 Addendum or the Agreement to which it is incorporated.

| CDPH Program Contract Manager | CDPH Privacy Officer | CDPH Chief Information Security Officer |
|--|--|--|
| See the Scope of Work exhibit for Program Contract Manager | Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 | Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 |

Exhibit H
HIPAA Business Associate Addendum

| | | |
|--|--|--|
| | Email: privacy@cdph.ca.gov Telephone: (877) 421-9634 | Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874 |
|--|--|--|

K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Addendum 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 Addendum, 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.

3. 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.
- 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.

4. 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 Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum 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 Addendum, nor does CDPH's:

- A. Failure to detect or

Exhibit H
HIPAA Business Associate Addendum

- 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 Addendum.

5. Termination

- A. **Termination for Cause.** Upon CDPH's knowledge of a material breach of this Addendum 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 Addendum 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 Addendum 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.

6. Miscellaneous Provisions

- A. **Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, 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 Addendum 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 Addendum embodying written assurances consistent with the standards and requirements of HIPAA,

Exhibit H
HIPAA Business Associate Addendum

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 Addendum 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 Addendum 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 Addendum 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 Addendum 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 Addendum 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 6.C of this Addendum 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 I
INVOICE COVER LETTER TEMPLATE

(Date)

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

Contract Number: 10-10258
Term of contract: July 1, 2010 through December 31, 2011
Invoice Number: XXXXX
Period of Invoice: July 1, 2010 through July 30, 2010

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

Contract Manager:

MS 7203

P.O. Box 997377

Sacramento, CA 95899-7377

Check if Final Invoice ()

Contract Number:

Term of Contract:

Period of Invoice:

Invoice Number:

Date:

Agency Contact:

Agency Name:

(Address)

| 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
Contract Manager:
MS 7203
P.O. Box 997377
Sacramento, CA 95899-7377

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

Date:
Agency Contact:
Agency Name:
(Address)

| 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 | Relevant Experience/Expertise (list all that apply) |
|----------------------------|---|
| AA African American | HE Health Education BC Breast Cancer Issues |
| H/L Hispanic/Latino | TP With Target Populations CL Clinical Background |
| API Asian/Pacific Islander | AM Administration & Management E Evaluation |
| AI American Indian | M Media/Promotions O Other (specify) |

[illegible]

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

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.

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 – Program Overview and Purpose of Contract

A. MISSION

The mission of the Cancer Detection Section (CDS) is to save lives by preventing and reducing the devastating effects of cancer for Californians through education, early detection, diagnosis and treatment, and integrated preventative services, with special emphasis on the underserved.

B. GOALS

The goals of CDS are to:

- Reduce disparities in the cancer burden.
- Ensure that all Californians have access to high quality cancer education, early detection, diagnosis and treatment.
- Influence healthcare systems to provide quality services.
- Be a leader in cancer detection and control.

C. PURPOSE

The California Department of Public Health (CDPH), CDS, is funding up to ten (10) regional contracts to implement local public and provider support services for the **Cancer Detection Programs: Every Woman Counts (CDP: EWC)**. The Contractors will be responsible for meeting regional "Core Program Performance Indicators" (see Exhibit P) through the coordination of tailored breast and cervical cancer public health education to priority populations of eligible women and the maintenance of a diverse primary care provider (PCP) network.

The focus of this contract is to improve California's Core Program Performance Indicators and reflect the quality of services delivered to women served by *CDP: EWC*. The Centers for Disease Control and Prevention (CDC) created the Core Program Performance Indicators to monitor the quality of the services provided by programs in the National Breast and Cervical Cancer Early Detection Program (NBCCEDP). Core Program Performance Indicators are used to track program performance, assess quality of services, and to calculate annual funding amounts. Because California receives funds from the NBCCEDP, the State's Core Program Performance Indicators are crucial to continued funding and to assessing the quality of *CDP: EWC* services.

Contractors will demonstrate the ability to focus on objectives and activities aimed at improving and meeting the Core Program Performance Indicators, effectively promote CDS public health screening and re-screening messages, and to carry out CDS policies and procedures for quality breast and cervical cancer screening and diagnostic services provided by enrolled PCPs.

The program specifically targets California's medically underserved women. Women in California are eligible for breast and cervical screening services through the program if their income is at or below 200 percent of the federal poverty level, if they have no other insurance coverage or an unattainable deductible or co-payment, and are age 50 and older for breast cancer screening services and age 25 and older for cervical cancer screening services. Contractors will focus their outreach and education strategies, on women aged 50 and older for breast screening and those who are rarely or never screened for cervical services, within each of the priority populations defined below in this document. These are the women who are hard to reach, who receive disproportionately high numbers of late

Exhibit O – Program Overview and Purpose of Contract

breast and cervical cancer diagnoses and who have the most difficulty in accessing medical services.

At any given time, CDS reserves the right to direct or redirect funds to best serve the women of California and changing program needs. This includes CDS policy changes which may require contract amendments. As data retrieval has become more important in the program, changes may include more active involvement by the Contractor in securing data. If additional funding becomes available during the contract term, Contractors may be required to expand services to include other cancer or chronic disease services and/or recruit additional PCPs.

D. BACKGROUND INFORMATION

Since 1991, CDS has been funded by the CDC to provide no-cost breast and cervical cancer early detection and support services for low income, uninsured and under-insured women in California. These services are provided free to women who qualify by provision of the federal Breast and Cervical Cancer Mortality Prevention Act of 1990 (Public Law 101-354). In 1993, the establishment of the California Breast Cancer Act created an additional funding source for screening and diagnostic services for breast cancer only.

CDS provides for the delivery of breast and cervical cancer screening and diagnostic services through PCPs enrolled in the *CDP: EWC*. Through June of 2003, over 1.4 million clinical services have been provided, 6,805 breast cancers and 1,305 cervical cancers have been diagnosed. Treatment is provided through a separate *Breast and Cervical Cancer Treatment Program* administered through the State's Medi-Cal Program. For the past 10 years, CDS has contracted with local agencies to provide public education and provider network support to assist with reaching both eligible women and PCPs.

As part of a cooperative agreement with the CDC, CDS is required to report data reflective of the high quality breast and cervical cancer screenings provided through *CDP: EWC*. CDC produces a Data Quality Indicator Guide (DQIG) that reflects the clinical quality of the services provided through *CDP: EWC*. In July of 2005, the CDC increased emphasis of eleven (11) Core Program Performance Indicators from the DQIG which are used to evaluate NBCCEDP program participants.

CDS is confident that provider sites consistently provide high quality screening services to women enrolled in *CDP: EWC*. The data reported to CDS does not substantiate this conclusion. Research performed through data abstraction has shown that PCPs are providing quality screening and diagnostic follow-up; however, they do not uniformly report the services and outcomes to CDS. Despite training, data abstraction and additional reports to PCPs, California met only three (3) of the eleven (11) Core Program Performance Indicators in April 2006. The challenge then, and the focus of this contract, is to improve data reporting to reflect these quality services and thereby improve Core Program Performance Indicators.

Core Program Performance Indicators are key in each of the component areas implemented by CDS. Descriptions of the critical components relevant to this contract are:

Continuous Quality Improvement – Continuous Quality Improvement (CQI) is essential to CDS' objective to provide quality clinical services and enhance early detection of cancer in California. CDS identifies areas needing improvement as well as areas of best practice in

Exhibit O – Program Overview and Purpose of Contract

the program through data collection, evaluation, provider site visits, and technical assistance.

Surveillance and Evaluation – CDS utilizes and analyzes data from surveys to assess breast and cervical cancer screening knowledge and behavior among California women, as well as other relevant behavioral, economic and social factors. In addition, a large (and growing) database is used to monitor and evaluate the quality of services, determine policy priorities, provide reports and assess the impact of the program on the underserved women in California.

Public Education – CDS focuses its public education efforts on innovative strategies to promote program awareness and reach medically underserved women. Awareness efforts include ethnic-specific promotions and the development and dissemination of low-literacy, culturally appropriate educational materials. Additionally, CDS operates the *CDP: EWC* Consumer 800 Number. This service is provided in six languages (English, Spanish, Vietnamese, Korean, Mandarin, and Cantonese) and is a major gateway for women seeking both initial *CDP: EWC* provider referrals and annual re-screenings.

Professional Education - Professional education is a critical component of an effective quality assurance program. CDS has placed an emphasis on assuring that all women served by *CDP: EWC* providers have access to quality care. Findings from focus groups, needs assessment surveys, key informant interviews, chart abstractions and a thorough review of the literature show that providers need continuing education on breast and cervical cancer screening practices as well as diagnostic and treatment options in order to provide optimal care and referral. CDS has identified and developed curriculum on the following priority topics: effective provider/patient communication, performing comprehensive Clinical Breast Exams (CBEs), breast cancer overview, and follow-up of abnormal breast screening results. Also critical to a quality program is the timely and accurate documentation and reporting of screening and follow-up results. Results from ongoing chart abstraction efforts reveal that providers are not satisfactorily documenting and reporting in accordance with CDS program requirements. As a result, CDS has developed and begun implementing trainings relevant to this issue.

Contractors may visit the CDS website for a more detailed description of CDS' programs and services: <http://www.cdph.ca.gov/programs/CancerDetection/Pages/default.aspx>

E. PROBLEM STATEMENT

1. Breast Cancer

A major focus of *CDP: EWC* is to diagnose breast cancer early when treatment is most effective. Breast cancer is the most commonly diagnosed cancer in women. For women in California aged 65 and younger, it is the second leading cause of cancer deaths. According to the American Cancer Society's *California Cancer Facts and Figures 2006*, over 22,000 California women will be diagnosed with breast cancer this year alone and over 4,100 will die from the disease. While the breast cancer incidence rate has remained the same in California since 1988, the mortality rate has decreased by 29 percent.ⁱ

The incidence and risk of death varies by ethnicity/race and age. Although White women are more likely to get breast cancer, African American women have the highest death rate. This is especially true for African American women under age 50, who have

Exhibit O – Program Overview and Purpose of Contract

a death rate twice that of other women in the same age range. For every ethnic group, the death rate starts going up after age 50, and in general, continues to rise.ⁱⁱ

2. Cervical Cancer

Another major focus of *CDP: EWC* is to prevent cervical cancer from occurring by detecting and treating pre-cancers. According to the American Cancer Society's *California Cancer Facts and Figures 2006*, over 1,500 California women will be diagnosed with cervical cancer this year and 400 will die from the disease. The five-year survival rate is 91 percent if cervical cancer is localized (early stages) but drops to 54 percent if in a regional location (later stages). California continues to see a disproportionately higher number of cervical cancer cases amongst minority populations and recently immigrated women.

In 2004, the percentage of women aged 18 and older in California who reported having a Pap test in the three previous years was 94 percent among African Americans, 86 percent among Whites, 84 percent among Latinas, and 78 percent among Asians. Latino and Asian women are at greatest risk of developing cervical cancer, but unfortunately are less likely to receive routine screening than African American and White women.ⁱ

From July 2002 through June 2003, 27,297 women received cervical cancer screening and diagnostic services through *CDP: EWC* using federal funding.

3. Early Cancer Detection Services

Early detection with treatment is the key to controlling breast and cervical cancer. Approximately 68 percent of female breast cancers diagnosed in California in 2002 were found at an early stage. The most significant disparities in breast cancer screening are found between uninsured women and insured women (public or private). Less than a third (30.2 percent) of uninsured California women age 40 and older had a mammogram within the last year, compared to 64 percent of insured women.ⁱ

The Pap test, one of the most successful of all cancer screening tests, has helped reduce cervical cancer deaths by 74 percent since its introduction in the 1950s. Low-income and uninsured women are the least likely to receive a routine Pap test. This is the group in which over 30 percent of invasive cervical cancers will be diagnosed.ⁱ

4. Eliminating Disparities

According to the National Cancer Institute (NCI), health disparities are differences in the incidence, prevalence, mortality, and burden of cancer and related adverse health conditions that exist among specific population groups. NCI also reports that these population groups may be characterized by gender, age, ethnicity, education, income, social class, disability, geographic location, or sexual orientation and are significantly more likely to:

- Be diagnosed with and die from preventable cancers.
- Be diagnosed with late-stage disease for cancers detectable through regular screening.
- Receive either no treatment or treatment that does not meet current accepted standards of care.
- Die of cancers that are generally curable.

Exhibit O – Program Overview and Purpose of Contract

- Suffer from cancer without the benefit of pain control and other palliative care.

Significant health disparities exist in breast and cervical screening, diagnosis, and treatment as outlined above. Women may face some of the following barriers to obtaining screening that include, but are not limited to:

- Fear of screening exams
- Fear of discovering cancer
- Lack of transportation
- Lack of physician referral
- Communication barriers
- Lack of child care
- Language barriers
- Cultural barriers

5. Re-Screening for Breast Cancer

Early detection and treatment is the best defense against breast cancer. The five-year survival rate for women diagnosed with early stage breast cancer is 96 percent, compared to 18 percent for women diagnosed with late stage cancer.ⁱ Studies have shown that PCPs are the key motivator in women returning for re-screening.

Although one-time mammography use has increased over the past decade, repeat mammography (defined as once each one or two years) has not followed this trend and is extremely low in California. This is especially the case for uninsured, older minority women, particularly those living in rural, lower income, and lower education areas. For example:

- White women in California are most likely to have been recently screened (59 percent) while screening among African American, Latino, and Asian women lagged behind (55 percent, 54 percent, and 52 percent respectively).ⁱ
- In 2003, only 35.7 percent of women who received screening services through CDP: EWC returned for re-screening services after 18 months. Of those re-screened, only 40 percent were between the ages of 50 and 65 years of age.ⁱⁱⁱ
- Less than 30 percent of uninsured California women age 40 and older had a mammogram within the last year, compared to 64 percent of insured women.^{iv}

F. TARGET AUDIENCES

1. CDP: EWC Primary Care Providers

CDS maintains a diverse network of PCPs that serve women through-out California. The provider network is comprised of PCPs that are eligible and enrolled in the CDP: EWC. PCPs are responsible for the delivery of breast and/or cervical cancer screening services and are the gatekeepers for all referral services required for each patient they enroll. PCPs refer and assist the patient to schedule follow-up services, including but not limited to screening or diagnostic mammograms and ultrasounds, and any necessary diagnostic services needed to reach a final diagnosis. They are also responsible to inform patients of treatment services available through the *Breast and Cervical Cancer Treatment Program*. In addition to providing and referring for services,

Exhibit O – Program Overview and Purpose of Contract

they are responsible to report all screening, diagnostic and treatment service outcomes to CDS via a web-based reporting system.

2. Eligible Women-Priority Populations

One of CDS' goals is to ensure that all California women have access to high quality cancer education, early detection, diagnosis and treatment. Unfortunately, research has shown that barriers such as lack of health insurance, poverty, ethnic, and cultural issues prevent women from getting regular screenings. *CDP: EWC* specifically targets California's medically underserved women and focuses outreach and education strategies on re-screening messages to women age 50 and older within each of the priority populations named below. 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.

a. Reaching Women Aged 50 and Older

Because breast cancer risk increases with age, the CDC has placed an emphasis on reaching women age 50 and older for breast and cervical cancer screening.

CDP: EWC will concentrate breast and cervical cancer education and screening efforts towards eligible women 50 years of age and older within the priority populations. The Core Program Performance Indicators states that 75 percent of mammogram screenings should be provided to women age 50 and older. In 2004, only 55.2 percent of *CDP: EWC* mammogram screenings were for women in this group.

- In California, nearly 80 percent of new breast cancer cases and 82 percent of breast cancer deaths occur in women over age 50.ⁱⁱ
- Of women between the ages of 50 and 65 screened for breast cancer via *CDP: EWC* in 2003, only 40 percent returned for re-screening.ⁱⁱⁱ

b. Reaching Women Rarely or Never Screened for Cervical Cancer

In addition to locating eligible women to receive services, outreach must be targeted to women who are rarely or never screened for cervical cancer. Rarely or never screened is defined as not having a Pap test within the last 5 years or never having had a Pap test. The CDC states that rarely or never screened women are more likely to be minorities, have lower socioeconomic status, are foreign born who have lived less than 10 years in the United States, and have no usual source of healthcare. One of the Core Program Performance Indicators standards "benchmarks" is to perform more than 20 percent of Pap tests on women who are rarely or never screened. In 2004, only 12.5 percent of *CDP: EWC* cervical screenings were for women in this group.

c. Ethnic/Cultural Populations

It is important that all women in California are screened for breast and cervical cancer. Healthy People 2010 provides an agenda to address how these populations are screened. Healthy People 2010 is a set of comprehensive national health promotion and disease prevention goals, objectives, and measures to improve the health of all people in the United States by the end of the decade. CDS commitment to provide breast and cervical cancer screening and diagnostic services to eligible California women is consistent with these goals and objectives.

Exhibit O – Program Overview and Purpose of Contract

Of women who received breast cancer screening and diagnostic services through *CDP: EWC* in 2002-2003, 12 percent were Asian/Pacific Islanders, 4 percent were American Indian, and 3 percent were African American. Data on rural women could not be collected. *CDP: EWC* has been extremely effective in reaching the Latina population as nearly 59 percent of women screened by the program are Latinas.

While CDS will continue serving the Latina population in need, emphasis must be placed on populations not yet reached. *CDP: EWC* has screened and re-screened a disproportionately lower percent of eligible women from each of the priority populations established for this contract:

- African American
- American Indian
- Asian/Pacific Islander
- Rural women

Efforts will be focused on activities to increase breast and cervical screening and diagnostics services provided to women from these four priority ethnic/cultural populations.

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. CDS has been less successful in screening these women, which makes early detection less likely for them. This is especially evident in women identified as rarely or never screened for cervical cancer and women age 50 and older within the priority populations. To attain the CDC objectives and the Healthy People 2010 goals, please visit their website <http://www.healthypeople.gov> for more information. CDS must serve a greater percentage of these groups for screening and re-screening services.

National and State statistics supporting the need to concentrate on the identified priority populations for breast and cervical cancer screening services are discussed below.

1) African American Women

Breast Cancer

The NCI reports that African American women in California continue to have the highest death rate for breast cancer in the State. While breast cancer mortality has declined both nationally and in California, these women still carry a disproportionate burden of all breast cancer deaths. The higher death rate is related to a larger percentage of the breast cancers being diagnosed at a later, less treatable stage.^v

In 2002, the California Cancer Registry reports only 62 percent of breast cancers were diagnosed in the early stage for African American women. In comparison, early stage at diagnosis for non-Latino White women was 70 percent.ⁱ

CDS estimated 75,953 African American women were eligible for *CDP: EWC* breast cancer services in 2005.

Exhibit O – Program Overview and Purpose of Contract

Of the 178,254 women screened for breast cancer by *CDP: EWC* in 2002-2003, only 3 percent (5,348) were African American.^{vi}

Cervical Cancer

The NCI reports that the national mortality rate for cervical cancer among African American women is twice that for White women.^v

In 2002, the California Cancer Registry reports African American women had the lowest percentage of cervical cancers diagnosed at an early stage (41 percent). This was 50 percent for White women.ⁱ

California and *CDP: EWC* continue to see a disproportionately lower number of African American women being screened for cervical cancer.^{vi}

Of the 27,297 women screened for cervical cancer through *CDP: EWC* in 2002-2003, only 4 percent were African American.^{vi}

2) American Indian Women

California is home to the largest American Indian population in the country, including federally recognized Tribes, terminated, or non-federally recognized Tribes, and urban Indian communities. The United States Census Bureau reports that about 628,000 people who identified themselves as American Indian/Alaska Natives lived in California in 2000.

Data collection for American Indians is very limited in California. Women are less likely to be identified as American Indian in the data due to: 1) Spanish surnames skewing data or people changing their self identification, 2) tribal enrollments requiring different percentages of Indian blood or enrollment is not consistently based on either maternal or paternal blood, and 3) imprecise and inconsistent definitions of American Indian. Although limited data exists, CDS and the CDC identify American Indian women as a priority population.

Breast Cancer

According to the University of California at Los Angeles Center for Health Policy Research (September 2003), American Indian women are less likely to have been recently screened for breast cancer than White women.

3) Asian/Pacific Islander Women

California has the largest Asian population group in the country with approximately 70 percent first generation immigrants. Studies have shown that cancer rates tend to increase over time for populations immigrating to the United States.

Breast Cancer

Asian/Pacific Islander women, who usually have low breast cancer incidence rates in their native countries, experience increasing rates after migrating and assimilating to the United States. Research in Los Angeles County indicates that the breast cancer rate among Japanese Americans is twice that of Chinese and Korean women. This may be explained by Japanese Americans having longer exposure to the Western lifestyle than other Asian subgroups. Breast cancer

Exhibit O – Program Overview and Purpose of Contract

incidence rates may continue to increase in the future as more Asian subgroups adopt more Westernized lifestyles.ⁱ

Asian/Pacific Islander women are the least likely to get breast cancer among California ethnic groups. The incidence rates for invasive breast cancer increased by about 20 percent from 1989-1998 among Asian/Pacific Islander women in California.ⁱⁱ

Although this group has the lowest incidence rate of breast cancer, it is the only group with a statistically significant increase in the incidence rate.ⁱ

Cervical Cancer

Asian women (along with Latino women) are at greater risk of developing cervical cancer and are less likely to receive routine screening than other ethnicities. Asian/Pacific Islander women were the least likely to report having recently received a Pap test. In 2004, only 78 percent of Asian/Pacific Islander women in California, ages 18 and older, had a Pap test in the prior three years, as compared to 87 percent of Whites.ⁱ

The NCI reports that the cervical cancer incidence rate in Vietnamese American women is five times higher than among White women. Cervical cancer is the most common invasive cancer for Vietnamese and Laotian women.^v

4) Rural Women

The United States Census Bureau defines rural areas as being comprised of open country and settlements with fewer than 2,500 residents. Urban areas comprise larger places and densely settled areas around them. Most counties, whether metropolitan or non-metropolitan, contain a combination of urban and rural populations (please refer to the United States Department of Agriculture website at: <http://www.ers.usda.gov/briefing/rurality/whatisrural>).

According to the United States Department of Health and Human Services' Rural Assistance Center, most women in rural areas identify themselves as non-Latino White. However, population shifts throughout the last decade have included changes to the racial/ethnic and cultural makeup in many communities. Many growing rural counties are also experiencing growth and changes in the diversity of their residents. One source of increasing diversity is the change in immigration patterns in response to employment opportunities in rural areas. Many immigrants, especially Latino and Asian immigrants are increasingly settling in the rural United States. In general, minority women tend to be more economically disadvantaged and have poorer health outcomes than corresponding White women. Rural women face barriers to health care access specific to rural life:

- Higher rates of uninsured and underinsured populations than urban areas
- Geographic isolation and lack of public transportation
- Lack of providers due to recruitment and retention problems

G. PROGRAM COMPONENTS

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

Exhibit O – Program Overview and Purpose of Contract

1. Quality Clinical Services (see Exhibit Q 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 *CDP: EWC* program to providers. Required activities include monitoring the size of the regional network, assuring that there are appropriate PCPs to serve the priority women, and recruiting, enrolling and disenrolling providers as per 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.

The Provider Site Review tool assesses the nine (9) clinical Core Program Performance Indicators and how well the provider meets the standards set by the CDC (see Exhibit P). The tool identifies problems that must be addressed through provider training.

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, such as, but not limited to clinical breast examination (CBE).

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

2. Tailored Health Education (see Exhibit R 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 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 P).

H. CONTRACTOR EVALUATION

CDS will evaluate each Contractor's ability to improve, meet and/or maintain the standards (or "benchmarks") for all eleven (11) Core Program Performance Indicators (see Exhibit P).

Exhibit O – Program Overview and Purpose of Contract

Contractors must meet both objectives and complete each of the required activities stated in the Scope of Work (SOW) in order to remain in compliance with the contract.

CDS will send Contractors periodic reports displaying Core Program Performance Indicators for their region, and as compared to the State as a whole. These reports will allow the Contractor to assess progress towards stated objectives. Contractors will also be compared to other regions for the same time period (using blind peer comparisons) in order to assess their region's contribution to the State's Core Program Performance Indicators.

There are two screening Core Program Performance Indicators which fall under the Tailored Health Education component and nine (9) clinical Core Program Performance Indicators that fall under the Quality Clinical Services component. The two (2) screening Core Program Performance Indicators will be evaluated for a specified percent of improvement in reaching the benchmarks as well as on the success of influencing women to get screened.

The Contractor's ability to meet and maintain Core Program Performance Indicators will affect future Contractor funding.

ⁱ California Cancer Facts and Figures 2006, American Cancer Society and California Cancer Registry

ⁱⁱ Cancer in California: 1988-1999, Kwong, et al, Cancer Surveillance Section, CDHS

ⁱⁱⁱ Percent of Women with Normal or Benign Mammogram Screening Between 1/1/03 and 12/31/03: Re-screened Within 18 Months. Cancer Detection Section, CDHS, October 2005

^{iv} California Behavioral Risk Factor Survey, 1998-2000, California Surveillance Section, CDHS

^v National Institutes of Health Publication 96-4140, 1996

^{vi} Breast Cancer At-A-Glance, Cancer Detection Section, CDHS, 2004

Exhibit P

| 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% |
| Cervical Cancer Diagnostic Indicators | 16.d. | | Abnormal Screening Results; Time from Screening to Diagnosis > 60 Days | ~ 25% |
| | 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% |
| Breast Cancer Diagnostic Indicators | 25.d. | | Abnormal Screening Results; Time from Screening to Diagnosis > 60 Days | ~ 25% |
| | 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 Q - Operational Requirements
Quality Clinical Services**

- A.** The Cancer Detection Section (CDS) utilizes Clinical Coordinators as the local clinical presence of *Cancer Detection Programs: Every Woman Counts (CDP: EWC)* for program providers. Clinical staffs are responsible for promoting and administering the *CDP: 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 U, 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 *CDP: 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 P, Core Program Performance Indicators).
 5. The Clinical Coordinators are employed solely to support CDS program standards and protocols (*CDP: 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. *CDP: 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 Q - 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 baseline performance of clinical Core Program Performance Indicator benchmarks will be established with the Regional CPPI Report generated in June 2010.
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, *CDP: EWC* providers, and program providers, are used throughout CDS documents to be interpreted as and to describe providers that are enrolled in *CDP: EWC*. The PCPs are the only providers that are enrolled into *CDP: 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 *CDP: EWC* Consumer 800 Number.

a. Recruitment

The Clinical Coordinator's focus is to be placed on maintaining and supporting the network of *CDP: 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, copies of communication to providers, and copies of Provider Site Reviews and follow-up.

Exhibit Q - Operational Requirements Quality Clinical Services

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 *CDP: 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 *CDP: 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 *CDP: EWC*. MDEs are collected via *CDP: 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 *CDP: EWC*.

A good clinic management system is essential for meeting *CDP: EWC* program requirements. The PCP must organize clinic management systems that 1) track completion

**Exhibit Q - Operational Requirements
Quality Clinical Services**

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.

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.
- 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 and

**Exhibit Q - Operational Requirements
Quality Clinical Services**

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 and maintained 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. 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 *CDP: EWC* PCPs. Two measures of effectiveness that CDS uses are the Provider Site Review and Continuous Quality Improvement (CQI) projects.

a. Provider Site Reviews

- i. The CDS Provider Site Review is a key element in evaluation of *CDP: EWC* 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 CDS PCPs.
- ii. The following are duties of the Clinical Coordinator to conduct Provider Site Reviews:
- iii. Clinical Coordinators must perform the required Provider Site Reviews for the region. The Provider Site Review requirement will not vary according to whether the position is filled or not.
- iv. Clinical Coordinators must prioritize site review visits to assist PCPs who are experiencing data reporting problems. PCPs experiencing difficulty in submitting data will be identified by data reports published by CDS.
- v. Clinical Coordinators shall conduct Provider Site Reviews to identify the need for, and offer technical assistance to PCPs. PCPs are responsible for providing quality services

Exhibit Q - Operational Requirements Quality Clinical Services

to women and providing complete and accurate data to CDS and emphasize this during the site review. Clinical Coordinators shall develop improvement action plans for PCPs and schedule timely follow-up interventions.

- vi. Clinical Coordinators shall verify that PCPs have program clinical resources readily available. Clinical Coordinators should also provide tools to use for tracking and follow-up. These tools may include but are not limited to: flow sheets and related forms, alert notices such as chart stickers to identify next screening date, reminder post cards, personal records for clients to track their own screening, tracking forms, and tickler systems.
- vii. Clinical Coordinators shall develop and monitor improvement action plans for PCPs when deficits are identified by Clinical Coordinator or CDS.
- viii. Clinical Coordinators shall aggregate and analyze Provider Site Review outcomes during each reporting period, identify trends, and actions taken to improve PCP performance of the clinical Core Program Performance Indicator benchmarks, based on the CDS PCP data reports.
- ix. The Clinical Coordinator must update the web-based Provider Site Reviews on a monthly basis.
- x. The Clinical Coordinator will provide a narrative report, using data from the Site Review Application for each reporting period, describing the trends within the region including the number of unmet and met clinical Core Program Performance Indicator benchmarks. A total number of unmet and met clinical Core Program Performance Indicator benchmarks will be included in this report for each progress report.

b. CDS CQI Projects

Per CDS discretion, Clinical Coordinators will be required to participate in specific CDS CQI projects. These will be directed at improving MDE data. An example of a CDS CQI project is data abstraction to retrieve data too old to be entered into the web-based system. Data abstraction efforts may take place several times a year and may require travel outside the region. Clinical Coordinators must participate in data abstraction outside their region when directed by CDS. Projects shall mandate use of CDS tools and protocols. Clinical Coordinators shall submit a narrative report on the status of either type of project in each progress report as implemented.

3. Professional Education

Clinical Coordinators are responsible for assisting CDS with professional education activities which will ultimately lead to an improvement in meeting the benchmarks of the Core Program Performance Indicators. Clinical Coordinators will either deliver training to PCP site staff, utilizing content and tools developed by CDS or will recruit clinicians to attend CDS sponsored trainings. Each fiscal year CDS will determine the required number of trainings by course or individual and communicate this information to Contractors in a Program Letter.

**Exhibit Q - Operational Requirements
Quality Clinical Services**

a. Cervical Training

A new module is being developed by the Professional Education Unit on *Work-up of Abnormal Cervical Findings*. It is anticipated that the module will be ready for pilot testing in the fall of 2010. Requirements for site selection and recruitment of PCPs to attend will be specified in a Program Letter.

b. Core Program Performance Indicators (CPPI) Training

In order to assure that PCP sites report timely and accurate screening, follow-up and treatment data to CDS, Clinical Coordinators will conduct training on CPPI. It is expected that CPPI training will be a regular ongoing activity in response to changing program priorities and turn over of staff at PCP sites. Training can be conducted either one-on-one or in a group setting, depending on what is determined to be the best method for that audience. The Clinical Coordinator will be responsible for documenting all CPPI training/technical assistance in RCMIS.

In addition to regular training, CDS will provide the Contractor with a periodic list of PCP sites that are not meeting data reporting requirements and need tailored training. One hundred percent of these sites must receive Mandatory CPPI training in the time period specified by CDS. These trainings must also be documented following CDS reporting requirements.

CDS materials must be utilized for all CPPI training. It is the responsibility of the Clinical Coordinator to assure that the most up-to-date materials are utilized by checking the designated website prior to training delivery.

Exhibit R - Operational Requirements Tailored Health Education

The Cancer Detection Section (CDS) utilizes Health Educators as the local community presence of *Cancer Detection Programs: Every Woman Counts (CDP: EWC)* for program eligible women. Health education staff are responsible for implementing Tailored Health Education (THE), breast and cervical cancer screening education, to program eligible women within the defined priority populations. THE offers a personal connection with a community using individual and small group educational methods. It is very specific education, designed to enhance CDS' message of connecting with a provider and obtaining the necessary follow-up and follow through with screening activities on a regular basis.

A. Health Education Staff

1. The THE Scope of Work (SOW) must be conducted by Health Educators. Additional information can be found in the document "Core Competency Requirements: Tailored Health Education" (see Appendix XI, Core Competency Requirements: Health Educator).
2. The Health Educator must be present at all classes. Other scenarios presented may be allowed on a case-by-case basis, and must be fully justified in writing and approved in advance by CDS.
3. Health Educators are responsible for having in-depth knowledge of all program THE components. Health Educators should have content expertise on principles of health education, health maintenance/cancer screening principles, breast and cervical cancer disease process, cultural competency in serving specific populations, and be familiar with relevant CDS materials.
4. The Health Educator's role is to be directed at completing contract SOW and deliverables for CDS. On occasion, they may be asked about referring women to additional resources whose needs are not included in the program. For these occasional occurrences, the Health Educator shall direct women to community resources. This may include consulting with the Clinical Coordinator and directing women to regional clinical resources.
5. The Health Educators are employed solely to support CDS program policy (*CDP: EWC*) in the SOW. While under the employ of the contract, Health Educator 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.
6. Health Educators are responsible for developing relationships with local agencies and community leaders that can assist in identifying/reaching the priority populations.
7. Standard health education practices of adhering and upholding the Code of Ethics for Health Education Professionals should be applied to all tailored education sessions and individual encounters. Please visit the Society for Public Health Education website:
<http://sophe.org/content/ethics.asp>.

B. HIPAA Compliance

The Health Insurance Portability and Accountability Act (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.

Exhibit R - Operational Requirements Tailored Health Education

CDP: EWC must abide by very stringent rules and regulations related to HIPAA (see Exhibit H, HIPAA Business Associate Addendum). 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 that all program components of the Tailored Education SOW are in compliance with all rules and regulations.
3. Health Educators must have on file a signed Confidentiality Statement that is renewed yearly.

C. Core Program Performance Indicators

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

1. Health Educators are responsible for meeting and/or maintaining the established benchmark for the two (2) screening Core Program Performance Indicators: reaching women age 50 and older and women who are rarely or never screened (see Appendix I, Core Program Performance Indicators).
2. The two (2) screening Core Program Performance Indicators will be evaluated for improvement (unless already met) in reaching the benchmarks as well as on the success of influencing women to get screened.

D. Program Components

THE may be facilitated in small group educational sessions or individual encounters (one-on-one) and must be culturally appropriate to the audience. However, each woman participating in a small group educational session is counted as an individual encounter. Individual encounters are the measure by which all Tailored Health Objectives will be counted.

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 *CDP: EWC* Consumer 800 Number for program entry. CDS health education/outreach funds must only be used for THE SOW activities.

1. Minimum Number of Women to Receive Tailored 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 for

Exhibit R - Operational Requirements Tailored Health Education

small group educational sessions and individual encounters will be based on regional demographics.

- 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.
- c.** Since the CDS approved curriculum combines breast and cervical education, health educators must make every effort to reach women who are rarely or never screened for 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.** Presentations either implemented as an educational session or individual encounters 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.
- b.** Each priority population must be served.
- c.** 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 five (5) women from the targeted priority populations must be present for an educational session to be counted towards this objective.
- d.** Evaluation measures in the form of pre- and post-tests, while optional, are available for THE sessions.
- e.** Documentation of participant by name, and other demographics as deemed necessary by CDS must be recorded for both educational sessions and individual encounters. A template or format for this documentation process will be provided by CDS to ensure consistency of requirements throughout the state. Contractors will be instructed regarding this requirement after the contracts are awarded.

4. Management/Evaluation Requirements

- a.** Educational sessions or individual encounters should be conducted where they best reach the priority populations. It is the Contractor's responsibility to determine the most

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

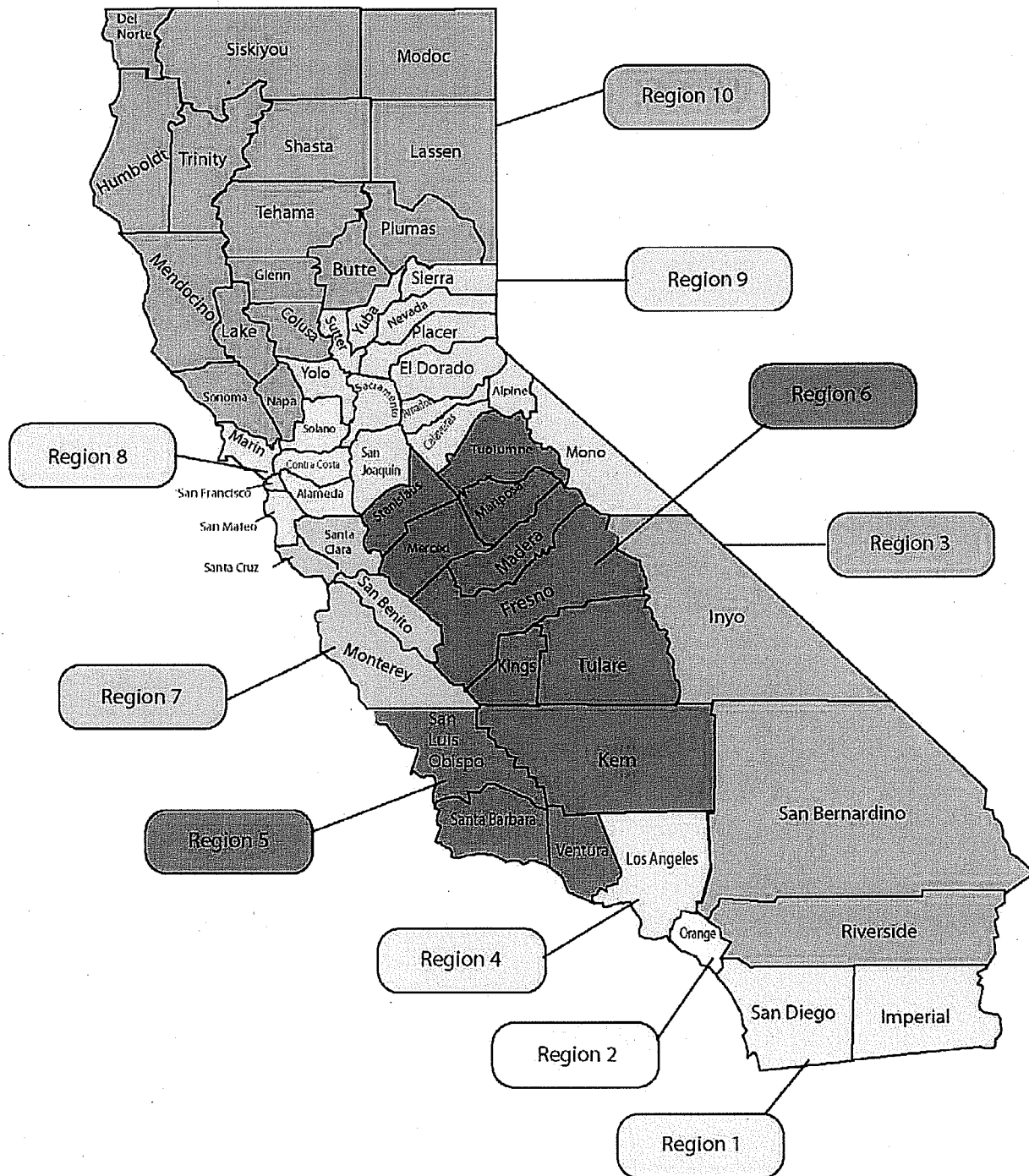
appropriate logistical presentation setting(s) based on the needs of the targeted audience. A report of the Contractors collaborations with agencies should be documented in the semi-annual Progress Reports.

- 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 trained 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 trained by June 30 of each fiscal year.
- c.** Develop a narrative using a CDS designated report to evaluate tailored education Core Program Performance Indicator trends within region. This narrative should be submitted in the semi-annual Progress Reports.

CDS will send Contractors periodic reports displaying Core Program Performance Indicators for their region, and as compared to the State as a whole. These reports will allow the Contractor to assess progress towards stated objectives. Contractors will be also compared to other regions for the same time period (using blind peer comparisons) in order to assess their region's contribution to the State's Core Program Performance Indicators.
- 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 S – CDP: EWC Regional Map

Cancer Detection Programs: Every Woman Counts
Regional Map



**Exhibit T – 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 *Cancer Detection Programs: Every Woman Counts (CDP: 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 T – 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 *CDP: 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 U – 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, and understand applicable patient/provider consent laws.

ANALYTICAL/EVALUATION SKILLS

11. Analyze nursing activities and situations accurately and take effective action.
12. Use analytic skills in developing and instituting solutions to unique health care situations that improve clinic management systems.

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

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 V – Core Competency Requirements
Health Educator**

The Health Educator must possess a Master's degree in Health Education or Community Health, with a preference for a Master's degree in Public Health or another health related field. 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 group for whom they are being offered.
3. Apply good health education principles when teaching outreach educational sessions/encounters to appropriate priority group women. Serve as an example and role model for appropriate health behavior.
4. Apply the principles of health education to develop practice measures to evaluate and report the successes and challenges of educational programming.
5. Ability to apply principles and methods of community organization.
6. Uphold the Code of Ethics for the Health Education Professional, by the Society for Public Health Education (www.sophe.org/content/ethics.asp).
7. Uphold the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations and policies as they apply to SOW.
8. Maintain leadership in organizing educational sessions/encounters in communities where there are high rates of breast and cervical cancer to build relationships that facilitate teaching the tailored educational sessions/encounters required in the SOW.

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

ANALYTICAL/EVALUATION SKILLS

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

CORRESPONDENCE/INTERNAL AND EXTERNAL RELATIONSHIPS

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

Exhibit W – Approved Salary Ranges

| Contractor Staff Position | Monthly Salary Range |
|---|-----------------------------|
| Project Coordinator (0.10 FTE) | \$4,912 - \$5,926 |
| Project Coordinator (Individuals meeting both Clinical Core Competency Requirements and Project Coordinator Core Competency Requirements.) | \$5,842 - \$6,872 |
| Clinical Coordinator | \$5,672 - \$6,760 |
| Health Educator | \$3,219 - \$4,498 |