STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213A_DHCS (Rev. 01/13)

☒ Check here if additional pages are added: 1 Page(s)

Agreement Number	Amendment Number
12-89329	A03
Registration Number:	

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

State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services

Contractor's Name (Also referred to as Contractor)
Santa Barbara County Public Health Department

2. The term of this Agreement is: January 1, 2012 through December 31, 2016

3. The maximum amount of this Agreement after this amendment is: $ 1,654,400 One Million, Six Hundred Fifty Four Thousand, Four Hundred Dollars

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

I. **Amendment effective date:** December 15, 2014

II. **Purpose of amendment:** This amendment adds two years of the same Scope of Work deliverables and associated costs to the Budget. Specifically, extends contract term through December 31, 2016.

III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by $731,960 and is amended to read: ~~$922,440 (Nine Hundred Twenty Two Thousand, Four Hundred and Forty Dollars)~~ **$1,654,400 (One Million, Six Hundred Fifty FourThousand, Four Hundred Dollars.).**

(Continued on next page)

All other terms and conditions shall remain the same.

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
Takashi Wada, MD, MPH, Director & Health Officer

Address
c/o June English, Project Coordinator
345 Camino Del Remedio, Room 339, Santa Barbara, CA 93110

STATE OF CALIFORNIA

Agency Name
Department of Health Care Services

By *(Authorized Signature)* ✍ | Date Signed *(Do not type)*

Printed Name and Title of Person Signing

Address
1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413,
Sacramento, CA 95899-7413

CALIFORNIA
Department of General Services
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☒ Exempt per: **Revenue & Taxation code 30461.6 (m): Health & Safety code 104150**

V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following new or revised exhibits:

Exhibit A A1 - Scope of Work	(32 pages)
Exhibit B A1 – Budget Detail and Payment Provisions	(6 pages)
Exhibit B Attachment IV –A1 - Budget (Year 4)	(2 pages)
Exhibit B, Attachment V– Budget (Year 5)	(2 pages)
Exhibit B Attachment VI – Budget (Year 6)	(2 pages)
Exhibit H A1 -HIPAA Business Associate Addendum	(14 pages)
Exhibit O A1 - Core Program Performance Indicators	(1 page)
Exhibit P A1 - Operational Requirements Quality Clinical Services	(7 pages)
Exhibit Q A1 - Operational Requirements Health Education	(4 pages)
Exhibit S A1 - Core Competency Requirements Project Coordinator	(2 pages)
Exhibit T A1 - Core Competency Requirements Clinical Coordinator	(2 pages)
Exhibit U A1 - Core Competency Requirements Health Educator	(2 pages)

All references to Exhibit A – Scope of Work in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A-A1 – Scope of Work. Exhibit A – Scope of Work is replaced in its entirety by the attached revised exhibit.

All references to Exhibit B- Budget Detail and Payment Provisions in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B-A1 – Budget Detail and Payment Provisions. Exhibit B- Budget Detail and Payment Provisions is replaced in its entirety by the attached revised exhibit.

All references to Exhibit B, Attachment IV - Budget (Year 4) in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B- Attachment IV-A1 – Budget (Year 4). Exhibit B, Attachment IV - Budget (Year 4) is replaced in its entirety by the attached revised exhibit.

All references to Exhibit H – HIPAA Business Associate Addendum in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit H-A1 – HIPAA Business Associate Addendum. Exhibit H- HIPAA Business Associate Addendum is replaced in its entirety by the attached revised exhibit.

All references to Exhibit O – Core Program Performance Indicators in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit O-A1 – Core Program Performance Indicators. Exhibit O- Core Program Performance Indicator is replaced in its entirety by the attached revised exhibit.

All references to Exhibit P – Operational Requirements Quality Clinical Services in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit P-A1 – Operational Requirements Quality Clinical Services. Exhibit P- Operational Requirements Quality Clinical Services is replaced in its entirety by the attached revised exhibit.

All references to Exhibit Q – Operational Requirements Health Education in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit Q-A1 – Operational Requirements Health Education. Exhibit Q- Operational Requirements Health Education is replaced in its entirety by the attached revised exhibit.

All references to Exhibit S – Core Competency Requirements Project Coordinator in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit S-A1 – Core Competency Requirements Project Coordinator. Exhibit S- Core Competency Requirements Project Coordinator is replaced in its entirety by the attached revised exhibit.

All references to Exhibit T – Core Competency Requirements Clinical Coordinator in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit T-A1 – Core Competency Requirements Clinical Coordinator. Exhibit T- Core Competency Requirements Clinical Coordinator is replaced in its entirety by the attached revised exhibit.

All references to Exhibit U – Core Competency Requirements Health Educator in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit U-A1 – Core Competency Requirements Health Educator. Exhibit U- Core Competency Requirements Health Educator is replaced in its entirety by the attached revised exhibit.

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

Exhibit A A1
Scope of Work

1. Service Overview

This is a contract providing direct services to the public and is mostly funded with State local assistance dollars. Through this contract, the Contractor will conduct breast and cervical cancer education to priority population women, and will also maintain a diverse network of Primary Care Providers (PCPs) for the Every Woman Counts (EWC) program. Responsibilities include specified activities for implementing the Breast and Cervical Cancer Screening, Prevention and Education Class (BCCSPEC) curriculum, ensuring Quality Clinical Services are provided, and optimizing Professional Education. The contract objectives and required activities promote awareness and increase the number of women who are screened and re-screened for breast and cervical cancer. Ultimately, meeting the contract goals and objectives will reduce mortality from breast and cervical cancer screening, stimulates change in health care quality, and mobilizes communities to enable all California women to receive timely, high quality cancer screening services.

A. Program Components
This contract focuses on the delivery of health care services in the following program components: 1.) Health Education using the BCCSPEC curriculum and 2.) Quality Clinical Services.

1) Health Education using the BCCSPEC curriculum (see Exhibit Q for the Operational Requirements)

Health Educators (HE) will be responsible for teaching the Health Education Class (HEC) using the BCCSPEC curriculum to women aged 21 and older in EWC-identified priority populations. Additionally, emphasis will be on targeting hard to reach women who rarely or have not accessed breast and cervical cancer screening services. BCCSPEC may be facilitated in small group sessions or during one-on-one encounters. The HE must provide linguistic and culturally appropriate education during each HEC. EWC will provide a standardized breast and cervical cancer curriculum that can only be changed by EWC staff. Implementation of BCCSPEC activities support the two (2) cancer screening Core Program Performance Indicators (CPPI) (see Exhibit O).

2) Quality Clinical Services will focus on the: Provider Network, Quality Assurance and Continuous Quality Improvement, and Provider Education (see Exhibit P- A1, for the Operational Requirements)

Primary Care Provider (PCP) Network

PCP Network duties will be implemented by a licensed Clinical Coordinator (CC) with technical assistance (TA) provided by EWC. CCs are responsible for development, maintenance and administration of the PCP network. Required activities include: 1) the promotion of EWC; 2) recruitment, enrollment, and assurance of the adequacy of the PCP Network serving the diverse EWC population with the focus on specified priority groups per EWC, and National Breast and Cervical Cancer Early Detection Program recommendations and directives. Other activities include orienting new PCPs to the EWC policies and

Exhibit A A1
Scope of Work

procedures, clinical and administrative standards, data submission and providing ongoing TA and/or training for existing PCPs as needed.

Quality Assurance and Continuous Quality Improvement

Provider Site Reviews (PSRs)
CCs will conduct PSRs utilizing EWC's standardized site review tool. PSRs will focus on reviewing PCP performance in regards to meeting Core Program Performance Indicators (CPPIs) and adhering to EWC tools and resources. CCs will identify areas that require TA and/or training, and address these when communicating the PSR findings to the appropriate clinical site staff. Direct, face-to-face interaction with the provider office multidisciplinary team ensures provision of quality cancer screening, diagnostic, and case management services.

Prioritization of PSR visits is based on a provider's scores on the nine (9) Clinical CPPIs set by the Centers for Disease Control and Prevention. (See Exhibit O).

Continuous Quality Improvement (CQI)
CCs will be required to participate in specific EWC CQI projects that are developed based on EWC's Quality Assurance/Quality Improvement framework. One of the main and recurring EWC CQI activities is data abstraction to retrieve data too old to be entered into the web-based system.

CPPI Training
Successful EWC Program implementation is dependent on the performance of regional clinical services meeting CPPI benchmarks. Each PCP will receive training about CPPI benchmarks at orientation and on an ongoing basis through provision of TA and specific CPPI trainings.

Provider Education

Provider Education by CCs is an integral part of the multi-faceted PCP Education component of EWC. The range of PCP education activities carried out by CCs varies from group and individual PCPs office staff orientation and CPPI training (see Exhibit O), to marketing and recruitment of PCP staff to attend EWC-sponsored live or on-line courses and trainings.
Clinical staff may also be required to recruit and enroll PCPs to attend EWC-sponsored trainings.

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

Exhibit A A1
Scope of Work

3. Service Hours
The EWC program services shall be provided during a 40-hour work week, excluding State and Federal holidays.

4. Program Representatives
A. The program representatives during the term of this Agreement are:

Department of Health Care Services	**Santa Barbara County Public Health Department**
Stephanie Roberson Telephone: (916) 449-5334 Fax: (916) 449-5310 E-mail: Stephanie.Roberson@dhcs.ca.gov	Ellen Willis-Conger, Assistant Deputy Director Telephone: (805) 681-5446 Fax: (805) 681-5200 E-mail: ellen.willis-conger@sbcphd.org

B. Direct all inquiries to:

Department of Health Care Services	**Santa Barbara County Public Health Department**
Cancer Detection and Treatment Branch c/o Robert Marlow 1501 Capitol Ave., Suite 71.5187 P.O. Box 997417, M.S. 4600 Sacramento, CA, 95899-7377 Telephone: (916) 449-5329 Fax: (916) 449-9975 E-mail: Robert.Marlow@dhcs.ca.gov	c/o June English 345 Camino Del Remedio, Room 339 Santa Barbara, CA 93110 Telephone: (805) 681-4783 Fax: (805) 681-5159 E-mail: Jenglis@sbcphd.com

C. Either party may make changes to the above information by giving advance written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. Subcontract Requirements
A. Subcontract and Consultant Agreements for completing Scope of Work (SOW) activities will only be approved on a case-by-case basis, and must be fully justified and approved in writing by EWC.

B. Subcontracts that are used in performance of SOW activities shall comply with the requirements specified in Provision 5 of Special Terms and Conditions (see Exhibit D [F]).

C. Superseding Provision 5, of Exhibit D (F), "Subcontract Requirements", prior written authorization is required before the Contractor is reimbursed for a Subcontract or Consultant Agreement expenses of any funding amount.

Exhibit A A1
Scope of Work

D. Community Health Workers, Promotoras, Interpreters, etc., are allowed to assist in completing the SOW activities. These individuals can be hired through a Subcontract or Consultant Agreement.

E. EWC reserves the right to deny reimbursement for Subcontract and Consultant Agreements if the Contractor did not secure prior written approval from the State.

6. Staffing

A. At a minimum, each contract must include the Full-Time Equivalent (FTE) of eight-tenths (.80) HE and one (1.0) CC per region.

B. There must be a designated Project Coordinator (PC) position for each region with the overall responsibility for completing SOW deliverables and for local contract administration. Position cannot exceed one tenth (.10) FTE per Region.

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

C. The Contractor must adhere to the Core Competency Requirements for Project Coordinator, Clinical Coordinator, and Health Educator (see Exhibits S, T, and U), as well as meet the staffing requirements below in Item 6, A and B of this Exhibit. Contractor should demonstrate sufficient staffing to meet the SOW objectives and activities. The State reserves the right to approve or disapprove changes in key personnel.

D. In order to ensure adequate funding of all contract objectives and required activities, EWC reserves the right to require that the Contractor reduce or eliminate any staffing position(s) in excess of the minimum required staffing pattern.

E. The Contractor must submit a "Staffing Report" (see Exhibit L) to EWC by January 31, 2012, and upon any change in personnel or change in FTE. Prior written approval is required for changes in approved staffing patterns that deviate from the original contract agreement.

F. The following is the recommended minimum required staffing pattern and their respective duties. Alternative staffing patterns are acceptable; however, EWC strongly recommends the following minimum required staffing:

1) Project Coordinator

a. This position requires the incumbent to possess at least five (5) years of experience working in a public health or community-related setting.

b. This position may also serve as a part-time CC if individual meets both PC and CC Core Competency Requirements (see Exhibits Exhibit's S and T). May also serve as part-time HE if individual meets both the PC's and the HE's Core Competency Requirements (see Exhibits T and U).

c. This position serves as the Regional Contract (RC) liaison with EWC.

Exhibit A A1
Scope of Work

2) **Clinical Coordinator**
   a. This position is ultimately responsible for meeting all of the nine (9) clinical CPPI. Also, due to the clinical nature of the CPPI, EWC strongly recommends that the CC have the knowledge and ability to complete the clinical component activities of the contract.

   b. This position requires the incumbent to possess at least five (5) years of experience working in a public health or community-related setting.

   c. This position has ultimate responsibility for performing tasks to achieve the goals and objectives of Program Component II: Quality Clinical Services (see SOW).

3) **Health Educator**
   a. This position requires the incumbent to possess at least one (1) year of experience working in a public health or community-related setting.

   b. This position has ultimate responsibility for performing tasks to achieve the goals and objectives of Program Component I: Health Education (see SOW).

7. Meetings, Trainings, and Site Visits

A. Regional Contractor (RC) staff are required to attend and participate in meetings and trainings scheduled by EWC. EWC will not reimburse the Contractor for travel expenses for partial attendance unless EWC grants prior written approval to attend less than the full meeting.

B. EWC will perform, at their discretion, formal and/or informal site visits to each RC location.the Contractor will receive advance notice, and not less than 48 hours prior to the site visit.

C. When needing to travel out of their assigned region for education or administrative purposes, the Contractor is required to submit a written request to EWC following formal procedures.

D. EWC will not reimburse the Contractor for expenses related to RC staff and travel when those activities performed are not related to the Scope of Work. All agenda and meeting minutes should be uploaded into the Regional Contractor Management Information System (RCMIS) in order to be reimbursed for those activities.

8. Progress Reports

A. The Contractor must submit Progress Reports (PR) postmarked no later than the due date specified in subparagraph 8E below. PRs are to be prepared in accordance with the information and a format provided by EWC. A faxed progress report is not acceptable.

Exhibit A A1
Scope of Work

B. Failure to submit a timely and acceptable PR may be cause for invoice payment(s) to be reduced, delayed, or disallowed.

C. The Contractor is required to follow all EWC procedures for reporting information that is submitted with each PR.

D. The Contractor's last/final Invoice will not be completely approved for payment/processing until an acceptable last/final PR is received and approved by EWC.

E. The Contractor shall submit one (1) original PR, which describes accomplishments during the report period to EWC in accordance with the following schedule:

	From	To	Due Date
1) First Report	01/01/12	06/30/12	07/31/12
2) Second Report	07/01/12	12/31/12	01/31/13
3) Third Report	01/01/13	06/30/13	07/31/13
4) Fourth Report	07/01/13	12/31/13	01/31/14
5) Fifth Report	01/01/14	06/30/14	07/31/14
6) Sixth Report	07/01/14	12/31/14	01/31/15
7) Seventh Report	01/01/15	06/30/15	07/31/15
8) Eighth Report	07/01/15	12/31/15	01/31/16
9) Ninth Report	01/01/16	06/30/16	07/31/16
10) Tenth/Final Report	07/01/16	12/31/16	12/31/16

F. The Contractor shall complete the EWC Evaluation and Needs Assessment instrument and other evaluation requirements, as directed by EWC in accordance with a form and format prescribed by EWC.

G. The Contractor shall coordinate and collaborate with EWC to maximize statewide media/communication efforts, as directed and approved by EWC.

H. The Contractor will be required to respond as necessary to any ad-hoc and/or final reports as designated by EWC.

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

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

PROGRAM COMPONENT I: HEALTH EDUCATION CLASS USING THE BCCSPEC CURRICULUM (HEC)			
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, 2015, RC staff will have delivered BCCSPEC/HEC in appropriate languages to the assigned priority populations, as indicated in an annual Program Letter.			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
A. Provide HEC to priority population women (PPW). PPW include: African Americans (AA), American Indians (AI), Asian/Asian Pacific Islanders(A/API), and Other (lesbians, women with disabilities, etc.) ages 21 and older via a group or one-on-one session using EWC-approved BCCSPEC curriculum at HEC or community events. EWC will assign the total number of women to be reached in each priority population and county in an annual Program Letter. • 75 percent of the women who are provided educational sessions shall be 50 years and over. • A BCCSPEC curriculum Pre-and Post-test shall be administered before and after each educational session.	HE Community Health Worker (CHW)	December 15, 2014 through June 30, 2015	Data entered in RCMIS and/or kept on file as required: • EWC HEC Pre-and Post-test results • EWC HEC sign-in sheet including participant names, age group, ethnicity and contact information (a cell phone number or an email address)

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
B. Establish and maintain collaborative relationships with community organizations that support the delivery of BCCSPEC/HEC for appropriate priority populations, as specified in an annual Program Letter. (These collaborative relationships will be established through community networking opportunities, regional CHWs, and other pertinent methods.)	HE	December 15, 2014 through June 30, 2015	Data entered in RCMIS and/or kept on file, as required: • RCMIS Report of Community Collaborations • Networking Activities Form o Agendas o Minutes o Copies of emails or telephone calls log
C. Recruit, train, and maintain age and priority population appropriate CHWs to assist in and/or conduct the BCCSPEC/HEC as well as conduct translation and screening navigation activities, and other duties, as specified in an annual Program Letter. • CHWs and health educators will conduct follow-up communication with applicable training participants to encourage compliance with breast and cervical cancer screening services.	HE CHW	December 15, 2014 through June 30, 2015	Data entered in RCMIS and/or kept on file, as required: • CHW information • CHW Orientation Checklist • CHW Readiness Checklist • Screening Navigation Log

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
D. HEs and CHWs will distribute breast and cervical cancer screening reminder cards to federally qualified health centers, community health centers, Indian Health Service or other tribal organizations, pharmacies, hospitals, health systems or insurers, etc., as well as other entities such as worksites, beauty salons, cosmetics counters, laundromats, etc., as directed by EWC.	HE CHW	December 15, 2014 through June 30, 2015	Data entered in RCMIS and/or kept on file, as required: Organizations/clinics/businesses and number of reminder cards distributed

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Maintain a diverse network of EWC primary care providers (PCP) throughout California, ensure quality EWC clinical services are provided, and optimize provider knowledge of EWC program policies, clinical standards, and data submission requirements.

OBJECTIVE 1: Provider Network

By June 30, 2015, under EWC guidance, the Contractor will continuously develop, maintain, and support a network of enrolled PCPs-delivering EWC clinical services to the defined geographic area and serving EWC beneficiaries with a focus on priority populations, as directed by EWC.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
A. Recruit, maintain, and support the network of EWC providers in the Region. • Maintain a current list of active provider sites in RCMIS. • Under EWC guidance to expand EWC provider network based on regional needs and/or EWC criteria.	CC	December 15, 2014 through June 30, 2015	• Report of PCP Network Activity • Report on or provide up-to-date list of active provider sites upon request.
B. As determined by EWC or at the request of a EWC provider or BCCTP, provide assistance in the management of women with abnormal results to receive final diagnosis and/or aid to women diagnosed by EWC with breast and/or cervical conditions to overcome barriers to beginning treatment from diagnosis (patient navigation/case management).	CC	December 15, 2014 through June 30, 2015	• Report on requests for case management assistant and patient navigation. Include, but not be limited to, date of request, source of request, program recipient identifier, problem, resolution of problem. • List of regional free and/or low cost breast and cervical cancer screening, treatment and treatment support services made available upon request to EWC.

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
C. Create and maintain a list of regional resources for 1) free and/or low cost breast and cervical cancer screening and diagnostic services for women not eligible for EWC services and for services not covered- by EWC; 2) women diagnosed with breast and cervical precancerous conditions and cancers who are ineligible for treatment services through the Breast and Cervical Cancer Treatment Program (BCCTP); and 3) patient navigation or cancer support. Make list available to EWC within two weeks upon request.	CC	December 15, 2014 through June 30, 2015	• Track requests for regional listing from providers, women, and public health professionals. Include, but is not limited to the following: date of request, name, title, and organization/affiliation of requester.
D. Provide group and/or individual EWC program orientation to new providers or providers with new staff	CC	December 15, 2014 through June 30, 2015	• Report of Provider Orientations

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
E. Provide ongoing Technical Assistance (TA) to enrolled providers and their staff as needed or as defined by EWC criteria for TA.	CC	December 15, 2014 through June 30, 2015	• Report of Provider Technical Assistance
F. Manage, including language translation if needed, resolve and document patient complaints received through the EWC Automated Referral Line and On-line Provider Locator and by direct contact. • Determine if HE's involvement in complaint resolution is needed. • Investigate and respond to complaints within 30 days of receipt. • If there is a barrier to the resolution of the complaint on the local level it has to be brought up to the attention of EWC staff. o Maintain a confidential log of all complaints, activities, and resolutions and make available to EWC within two weeks upon request. • Aggregate complaints received during each reporting period, and provide a narrative summary that includes: number of complaints, category of complaints, resolved versus unresolved, time to resolution, and outcomes of complaints resolution.	CC	December 15, 2014 through June 30, 2015	• Patient Complaints log: date of complaint, source of complaint, category of complaint (as defined by EWC), complaint resolution or barrier to resolution, date of resolution. • Quarterly Complaints Summary Report

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
G. Responsible for gathering and maintaining accurate and up-to-date information on providers including office contacts.	CC	December 15, 2014 through June 30, 2015	• Report of Provider Information including but is not limited to the following information on each EWC Provider: 1) NPI; 2) Legal name; 3) Service Location Name; 4) Service Location address; 5) Telephone number (for appointments); 6) E-mail address (for business communications)
H. Ensure that PCPs are appropriately informed and, if necessary, receive timely announcements and training about changes in EWC policies and procedures through e-blasts, letters, phone calls or in-person.	CC	December 15, 2014 through June 30, 2015	• Report on timeliness (date of last confirmation) and accuracy of provider information on communication with providers. Including but is not limited to, date, type, method, and success of communications.

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
Component Goal: Maintain a diverse network of PCPs throughout California for EWC, ensure quality EWC clinical services are provided, and optimize knowledge of EWC program policies, clinical standards and data submission requirements.			
Objective 2: QUALITY ASSURANCE/IMPROVEMENT By June 30, 2015, the Contractor will promote provider adherence to the national clinical standards, to the Core Program Performance Indicator benchmarks, and EWC clinical and data submission standards. The Contractor will assure that PCPs are knowledgeable about and follow current EWC policies and recommended clinical guidelines and utilize EWC tools and resources.			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
A. Monitor performances of providers and participate in EWC directed action plans to improve provider Performance. o Conduct PSRs at PCP physical sites per EWC instructions, utilizing EWC tools and protocols. o The number of PSRs will be determined by EWC based on specific criteria of a provider performance and will be assigned in a Program Letter as needed o Provide follow up for PCPs that do not meet clinical and administrative standards of the PSR and/or require action plans.	CC	December 15, 2014 through June 30, 2015	• Report of Completed Provider Site Reviews and Outcomes

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
○ Aggregate and analyze PSR outcomes during each reporting period, identify trends, and actions taken to improve PCP performance of the Clinical CPPI. – Provide a narrative report in each progress report describing the analysis, trends, and actions taken. • Participate in CQI projects as determined by EWC. ○ Conduct clinical data error remediation activities with providers, follow-up on clinical data quality issues and Minimum Data Element (MDE) abstraction efforts as determined by EWC. ○ Train and trouble-shoot clinical data collection in DETEC with EWC providers including follow-up on provider complaints of DETEC. ○ Facilitate with provider data requests and data reporting needs/requests to EWC. ○ Participate in EWC program evaluation activities as determined by EWC. • Deliver ongoing CPPI training to providers who do not meet their CPPI scores. Provide corrective action plan if region does not meet all nine (9) clinical CPPI.			• Report of CQI activities. Includes but is not limited to tracking data error remediation, data abstraction activities; training and trouble-shooting issues with the collection of clinical data; and participation in EWC program evaluation activities. • Report of CPPI trainings. Includes, but is not limited to, date, content (which CPPI(s) covered), method and evaluation of training. • Corrective action plan if regional CPPIs not met.

Exhibit A A1
Scope of Work
Year 4
(12/15/14–06/30/15)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
Component Goal: Maintain a diverse network of PCPs throughout California for EWC, ensure quality EWC clinical services are provided, and optimize provider education about breast and cervical cancer screening and diagnostic services.			
Objective 3: PROFESSIONAL EDUCATION By June 30, 2015, the Contractor will participate in activities that promote provider knowledge and adherence to Program clinical quality standards, delivery of current and quality breast and cervical cancer screening and diagnostic services.			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
A. Assist EWC with Provider Education activities. • Provider education activities will be determined in a Program Letter.	CC	December 15, 2014 through June 30, 2015	Provider education documentation to be determined by Program Letter

Exhibit A A1
Scope of Work
Year 5
(07/01/15 – 06/30/16)

PROGRAM COMPONENT I: 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, 2016, the RC staff will have delivered BCCSPEC in appropriate languages to the assigned priority populations, as indicated in an annual Program Letter.			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
A. Provide educational sessions to priority population women (PPW). PPW include: African Americans (AA), American Indians (AI), Asian/Asian Pacific Islanders(A/API), and Other (lesbians, women with disabilities, etc.) ages 21 and older via a group or one-on-one session using Every Woman Counts (EWC) approved BCCSPEC at educational sessions or community events. EWC will assign the total number of women to be reached in each priority population and county in an annual Program Letter. • 75 percent of the women who are provided educational sessions shall be 50 years and over. • A BCCSPEC Pre-and Post-test shall be administered before and after each educational session.	HE CHW	July 1, 2015 through June 30, 2016	Completed forms uploaded into RCMIS: • Training Participant Form • Sign-in Form (name, address, phone, email) • BCCSPEC Pre-and Post-test results

Exhibit A A1
Scope of Work
Year 5
(07/01/15 – 06/30/16)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
B. Establish and maintain collaborative relationships with community organizations that support the delivery of BCCSPEC for appropriate priority populations, as specified in an annual Program Letter (These collaborative relationships will be established through community networking opportunities, regional CHWs, and other pertinent methods.)	HE	July 1, 2015 through June 30, 2016	Completed forms uploaded into RCMIS: • RCMIS Report of Community Collaborations/Networking Activities Form
C. Recruit, train, and maintain age and priority population appropriate CHWs to assist in and/or conduct the BCCSPEC as well as conduct translation and navigation activities, and other duties, as specified in an annual Program Letter. • CHWs and HEs will conduct follow-up communication with applicable training participants to encourage compliance with breast and cervical cancer screening services.	HE CHW	July 1, 2015 through June 30, 2016	Completed forms uploaded into RCMIS and/or kept on file, as required: • CHW information • CHW Orientation Checklist • CHW Readiness Checklist • Follow-up Log

Exhibit A A1
Scope of Work
Year 5
(**07/01/15 – 06/30/16**)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
D. HEs and CHWs will distribute breast and cervical cancer screening reminder cards to federally qualified health centers, community health centers, Indian Health Service or other tribal organizations, pharmacies, hospitals, health systems or insurers, etc., as well as other entities such as beauty salons, cosmetics counters, Laundromats, etc., as directed by EWC.	HE CHW	July 1, 2015 through June 30, 2016	• List of organizations/clinics/businesses who received reminder cards uploaded into RCMIS • Number of Reminder cards distributed

Exhibit A A1
Scope of Work
Year 5
(07/01/15 – 06/30/16)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
Component Goal: Maintain a diverse network of PCP throughout California for EWC, ensure quality EWC clinical services are provided, and optimize provider education about breast and cervical cancer screening and diagnostic services.			
OBJECTIVE 1: Provider Network By June 30, 2016, the Contractor will continuously develop, maintain and support a network of enrolled PCP delivering EWC clinical services to the defined geographic area and serving EWC beneficiaries with a focus on priority populations, as directed by EWC.			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
A. Recruit, maintain and support the network of EWC providers in the Region. • Maintain a current list of active provider sites in RCMIS. • Develop a plan to expand and/or reduce the provider network based on regional needs and/or EWC criteria. o Provide plan to EWC in writing within two weeks upon request.	CC	July 1, 2015 through June 30, 2016	• Report of PCP Network Activity • Report of Provider Network Plan (upon request)
B. Create and maintain a list of regional resources for free and/or low cost breast and cervical cancer screening services for persons not eligible for EWC services. Make list available to EWC within two weeks upon request.	CC	July 1, 2015 through June 30, 2016	• List of regional free and /or low cost breast and cervical cancer screening services made available upon request from EWC.
C. Provide EWC program orientation to new providers or providers with new staff.	CC	July 1, 2015 through June 30, 2016	• Report of Provider Orientations

Exhibit A A1
Scope of Work
Year 5
(07/01/15 – 06/30/16)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
D. Provide ongoing TA to enrolled providers and their staff.	CC	July 1, 2015 through June 30, 2016	• Report of Provider Technical Assistance
E. Manage, including language translation if needed, resolve and document patient complaints received through the EWC Automated Referral Line and On-line Clinic Locator and by direct contact. • Determine if HE's involvement in complaint resolution is needed. • Investigate and respond to complaints within 30 days of receipt. • If there is a barrier to the resolution of the complaint on the local level it has to be brought up to the attention of the EWC Staff. • Maintain a confidential log of all complaints, activities, and resolutions, and make available to EWC within two weeks upon request. • Aggregate complaints received during each reporting period, and provide a narrative summary that includes type of complaints, identification of trends, and outcomes of complaints resolution.	CC	July 1, 2015 through June 30, 2016	• Report of Patient Complaints • Complaints Summary Narrative
F. Ensure that PCPs are appropriately informed and, if necessary, receive timely training about changes in EWC policies and procedures through e-blasts, letters, phone calls or in-person.	CC	July 1, 2015 through June 30, 2016	• Report of Provider Information Distribution

Exhibit A A1
Scope of Work
Year 5
(07/01/15 – 06/30/16)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
Component Goal: Maintain a diverse network of PCP throughout California for EWC, ensure quality EWC clinical services are provided, and optimize provider education about breast and cervical cancer screening and diagnostic services.			
Objective 2: QUALITY ASSURANCE/IMPROVEMENT By June 30, 2016, the Contractor will promote provider adherence to the national clinical standards, to the Core Program Performance Indicator benchmarks, and EWC clinical and data submission standards. The Contractor will assure that PCPs are knowledgeable about and follow current EWC policies and recommended clinical guidelines and utilize EWC tools and resources.			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
A. Monitor performances of providers and participate in EWC directed action plans to improve provider Performance. • Conduct PSRs at PCP physical sites, using EWC tools and protocols. o The number of PSRs will be determined by the number of CC positions allocated per region and assigned annually in a Program Letter. o The initial 50 percent of the total number of the PSRs assigned for the fiscal year are to be completed by December 31, 2015 o The remaining 50 percent of the total number of the PSRs assigned for the fiscal year are to be completed by June 30, 2016. o Provide follow up for PCPs that do not meet clinical and administrative standards of the	CC	July 1, 2015 through June 30, 2016	• Report of Completed Provider Site Reviews

Exhibit A A1
Scope of Work
Year 5
(07/01/15 – 06/30/16)

○ PSR and/or require action plans			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
○ Aggregate and analyze PSR outcomes during each reporting period, identify trends, and actions taken to improve PCP performance of the Clinical CPPI. – Provide a narrative report in each progress report describing the analysis, trends, and actions taken.			
• Participate in CQI projects as determined by EWC. ○ Conduct MDE abstraction efforts as determined by EWC.			• Report of CQI activities
• Deliver ongoing CPPI training to providers who do not meet their CPPI scores. Provide corrective action plan if region does not meet all nine (9) clinical CPPI.			• Report of CPPI trainings • Corrective action plan if regional CPPIs not met

Exhibit A A1
Scope of Work
Year 5
(07/01/15 – 06/30/16)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
Component Goal: Maintain a diverse network of PCPs throughout California for EWC, ensure quality EWC clinical services are provided, and optimize provider education about breast and cervical cancer screening and diagnostic services.			
Objective 3: PROFESSIONAL EDUCATION By June 30, 2016, the Contractor will participate in activities that promote provider knowledge and adherence to Program clinical quality standards, delivery of current and quality breast and cervical cancer screening and diagnostic services.			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
A. Assist EWC with Provider Education activities. • Provider education activities will be determined in a Program Letter.	CC	July 1, 2015 through June 30, 2016	Provider education documentation to be determined by Program Letter

Exhibit A A1
Scope of Work
Year 6
(07/01/16 – 12/31/16)

PROGRAM COMPONENT I: 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, 2016, the RC staff will have delivered BCCSPEC in appropriate languages to the assigned priority populations, as indicated in an annual Program Letter.			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
A. Provide educational sessions to priority population women (PPW). PPW include: African Americans (AA), American Indians (AI), Asian/Asian Pacific Islanders(A/API), and Other (lesbians, women with disabilities, etc.) ages 21 and older via a group or one-on-one session using EWC-approved BCCSPEC at educational sessions or community events. EWC will assign the total number of women to be reached in each priority population and county in an annual Program Letter. • 75 percent of the women who are provided educational sessions shall be 50 years and over. • A BCCSPEC Pre-and Post-test shall be administered before and after each educational session.	HE CHW	July 1, 2016 through Dec 31, 2016	Completed forms uploaded into RCMIS: • Training Participant Form • Sign-in Form (name, address, phone, email • BCCSPEC Pre-and Post-test results

Exhibit A A1
Scope of Work
Year 6
(07/01/16 – 12/31/16)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
B. Establish and maintain collaborative relationships with community organizations that support the delivery of BCCSPEC for appropriate priority populations, as specified in an annual Program Letter. (These collaborative relationships will be established through community networking opportunities, regional CHWs, and other pertinent methods.)	HE	July 1, 2016 through Dec 31, 2016	Completed forms uploaded into RCMIS: • RCMIS Report of Community Collaborations/Networking Activities Form
C. Recruit, train, and maintain age and priority population appropriate CHWs to assist in and/or conduct the BCCSPEC as well as conduct translation and navigation activities, and other duties, as specified in an annual Program Letter. • CHWs and health educatorswill conduct follow-up communication with applicable training participants to encourage compliance with breast and cervical cancer screening services.	HE CHW	July 1, 2016 through Dec 31, 2016	Completed forms uploaded into RCMIS and/or kept on file, as required: • CHW information • CHW Orientation Checklist • CHW Readiness Checklist • Follow-up Log

Exhibit A A1
Scope of Work
Year 6
(07/01/16 – 12/31/16)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
D. HEs and CHWs will distribute breast and cervical cancer screening reminder cards to federally qualified health centers, community health centers, Indian Health Service or other tribal organizations, pharmacies, hospitals, health systems or insurers, etc., as well as other entities such as beauty salons, cosmetics counters, Laundromats, etc., as directed by EWC.	HE CHW	July 1, 2016 through Dec 31, 2016	• List of organizations/clinics/businesses who received reminder cards uploaded into RCMIS • Number of Reminder cards distributed

Exhibit A A1
Scope of Work
Year 6
(07/01/16 – 12/31/16)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Maintain a diverse network of PCP throughout California for EWC, ensure quality EWC clinical services are provided, and optimize provider education about breast and cervical cancer screening and diagnostic services.

OBJECTIVE 1: Provider Network

By December 31, 2016, the Contractor will continuously develop, maintain and support a network of enrolled primary care providers delivering EWC clinical services to the defined geographic area and serving EWC beneficiaries with a focus on priority populations, as directed by EWC.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
A. Recruit, maintain and support the network of EWC providers in the Region. • Maintain a current list of active provider sites in RCMIS. • Develop a plan to expand and/or reduce the provider network based on regional needs and/or EWC criteria. o Provide plan to EWC in writing within two weeks upon request.	CC	July 1, 2016 through Dec 31, 2016	• Report of PCP Network Activity • Report of Provider Network Plan (upon request)
B. Create and maintain a list of regional resources for free and/or low cost breast and cervical cancer screening services for persons not eligible for EWC services. Make list available to EWC within two weeks upon request.	CC	July 1, 2016 through Dec 31, 2016	• List of regional free and /or low cost breast and cervical cancer screening services made available upon request from EWC
C. Provide EWC program orientation to new providers or providers with new staff.	CC	July 1, 2016 through Dec 31, 2016	• Report of Provider Orientations

Exhibit A A1
Scope of Work
Year 6
(07/01/16 – 12/31/16)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
D. Provide ongoing TA to enrolled providers and their staff.	CC	July 1, 2016 through Dec 31, 2016	• Report of Provider Technical Assistance
E. Manage, including language translation if needed, resolve and document patient complaints received through the EWC Automated Referral Line and On-line Clinic Locator and by direct contact. • Determine if health educator's involvement in complaint resolution is needed. • Investigate and respond to complaints within 30 days of receipt. • If there is a barrier to the resolution of the complaint on the local level it has to be brought up to the attention of the EWC staff. • Maintain a confidential log of all complaints, activities, and resolutions, and make available to EWC within two weeks upon request. • Aggregate complaints received during each reporting period, and provide a narrative summary that includes type of complaints, identification of trends, and outcomes of complaints resolution.	CC	July 1, 2016 through Dec 31, 2016	• Report of Patient Complaints • Complaints Summary Narrative
F. Ensure that PCPs are appropriately informed and, if necessary, receive timely training about changes in EWC policies and procedures through e-blasts, letters, phone calls or in-person.	CC	July 1, 2016 through Dec 31, 2016	• Report of Provider Information Distribution

Exhibit A A1
Scope of Work
Year 6
(07/01/16 – 12/31/16)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES

Component Goal: Maintain a diverse network of PCPs throughout California for EWC, ensure quality EWC clinical services are provided, and optimize provider education about breast and cervical cancer screening and diagnostic services.

Objective 2: QUALITY ASSURANCE/IMPROVEMENT

By December 31, 2016, the Contractor will promote provider adherence to the national clinical standards, to the Core Program Performance Indicator benchmarks, and EWC clinical and data submission standards. The Contractor will assure that PCPs are knowledgeable about and follow current EWC policies and recommended clinical guidelines and utilize EWC tools and resources.

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
A. Monitor performances of providers and participate in EWC directed action plans to improve provider Performance. • Conduct PSRs at PCP physical sites, using EWC tools and protocols. o The number of PSRs will be determined by the number of CC positions allocated per region and assigned annually in a Program Letter. o 100 percent of the total number of the PSRs assigned for the fiscal year are to be completed by December 31, 2016. o Provide follow up for PCPs that do not meet clinical and administrative standards of the PSR and/or require action plans.	CC	July 1, 2016 through Dec 31, 2016	• Report of Completed Provider Site Reviews

Exhibit A A1
Scope of Work
Year 6
(07/01/16 – 12/31/16)

Required Activities	Responsible Staff	Time Line	Deliverables (Due semi-annually, unless otherwise stated)
○ Aggregate and analyze PSR outcomes during each reporting period, identify trends, and actions taken to improve PCP performance of the Clinical CPPI. – Provide a narrative report in each progress report describing the analysis, trends, and actions taken.			
• Participate in CQI projects as determined by EWC. ○ Conduct MDE abstraction efforts as determined by EWC.			• Report of CQI activities
• Deliver ongoing CPPI training to providers who do not meet their CPPI scores. Provide corrective action plan if region does not meet all nine (9) Clinical CPPI.			• Report of CPPI trainings • Corrective action plan if regional CPPIs not met

Exhibit A A1
Scope of Work
Year 6
(07/01/16 – 12/31/16)

PROGRAM COMPONENT II: QUALITY CLINICAL SERVICES			
Component Goal: Maintain a diverse network of PCPs throughout California for EWC, ensure quality EWC clinical services are provided, and optimize provider education about breast and cervical cancer screening and diagnostic services.			
Objective 3: PROFESSIONAL EDUCATION By December 31, 2016, the Contractor will participate in activities that promote provider knowledge and adherence to Program clinical quality standards, delivery of current and quality breast and cervical cancer screening and diagnostic services.			
Required Activities	**Responsible Staff**	**Time Line**	**Deliverables (Due semi-annually, unless otherwise stated)**
A. Assist EWC with Provider Education activities. • Provider education activities will be determined in a Program Letter.	CC	July 1, 2016 through Dec 31, 2016	Provider education documentation to be determined by Program Letter

Exhibit B A1
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS 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 not more frequently than monthly in arrears. Each monthly invoice shall be submitted for payment no more than sixty (60) calendar days following the close of each month, unless an alternate deadline is agreed to in writing by the EWC Contract Manager:

Robert Marlow
Department of Health Care Services
Cancer Detection and Treatment Branch
Every Woman Counts
MS 4600
P.O. Box 997417
Sacramento, CA 95899-7417

C. Invoices shall:
1) Be prepared on Contractor's 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 Agreement.
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 DHCS.

D. Contractor will submit each invoice and all backup documentation, to EWC, no later than sixty (60) calendar days after the end of the invoice period. EWC, at its discretion, may disallow up to 10% of the invoice amount if the invoice and/or backup documentation has not been received by ninety (90) calendar days after the end of an invoice period.

E. Contractor will use the attached invoicing Exhibits I, J and K. Invoices will consist of an Invoice Cover Letter (Exhibit I), an 8 Line-Item Invoice (Exhibit J), and an Additional Budget Detail Invoice (Exhibit K).

F. EWC, 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 51% of the total Personnel costs.

Exhibit B A1
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 EWC 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, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any further provisions of this Agreement.

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

3. Prompt Payment Clause

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

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:
   1) $153,740 for the budget period of 01/01/12 through 06/30/12.
   2) $307,480 for the budget period of 07/01/12 through 06/30/13.
   3) $307,480 for the budget period of 07/01/13 through 06/30/14.
   4) $354,280 for the budget period of 07/01/14 through 06/30/15.
   5) $354,280 for the budget period of 07/01/15 through 06/30/16.
   6) $177,140 for the budget period of 07/01/16 through 12/31/16.

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. Contractor is cautioned that EWC may withhold payment(s) up to 25% of the total annual budget for lack of documented progress to the agreed upon Scope of Work (SOW), as well as any apparent non-compliance with executed agreement requirements.

D. Reductions made by EWC in accordance with Exhibit B, Item 4.C, shall be documented in writing, as stated in Exhibit E, Paragraph 2, "Contract Amendment" for the desired change or amendment to the terms of the contract.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the EWC Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of

Exhibit B A1
Budget Detail and Payment Provisions

DHCS under this Agreement have ceased and that no further payments are due or outstanding.

B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the EWC 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 DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

6. Additional Budget Detail

A. Contractor will submit Additional Budget Detail, in a format approved by CDS, which will provide a detailed breakdown of each main line item in Exhibit B, Attachments I-IV.

B. Contractor will follow CDS requirements regarding approval, justification and timely submission of the Additional Budget Detail for each fiscal year and changes thereto.

C. Prior written CDS approval is required to make changes to the Additional Budget Detail. The format will consist of 3 columns: Original Approved Amount, Adjustment Effective (date), and New Amount.

D. Contractors must receive written authorization for any requested changes to the Additional Budget Detail before expenditures are made. Unauthorized expenditures may be denied by CDS.

E. Contractor requested changes to the Additional Budget Detail that alter performance of the Scope of Work or increase/decrease any line item in the fiscal year 8-Line Item Budget, will require a formal contract amendment before such changes can be made.

7. Budget Justification Narrative

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

8. Expense Allowability / Fiscal Documentation

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

B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

Exhibit B A1
Budget Detail and Payment Provisions

C. If the allowability or appropriateness of an expense cannot be determined by DHCS 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 EWC. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

D. Expenses will only be reimbursable under this contract to perform activities that implement the contract or SOW deliverables.

E. Contractor will not be reimbursed for time or travel outside of their designated region, without prior written approval from EWC. Travel must be directly related to achieving SOW objectives.

F. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".

G. Costs and/or expenses deemed unallowable are subject to recovery by DHCS. See provision 9 in this exhibit entitled, "Recovery of Overpayments" for more information.

9. Recovery of Overpayments

A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by DHCS by one of the following options:
   1) Contractor's remittance to DHCS of the full amount of the audit exception within 30 days following DHCS's request for repayment;
   2) A repayment schedule which is agreeable to both DHCS and the Contractor.

B. DHCS reserves the right to select which option will be employed and the Contractor will be notified by DHCS 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 DHCS'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 DHCS, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of DHCS's notice requesting reimbursement of questioned audit costs or disallowed expenses.

10. Invoice Cover Letter

The Invoice Cover Letter shall be submitted under the letterhead of the Contractor in the format of Exhibit I. Address the Invoice Cover Letter to your assigned EWC Contract Manager.

Exhibit B A1
Budget Detail and Payment Provisions

Provide the contract number, term of the contract, invoice number, invoice period, a contact name, telephone number of a person who can answer billing questions or resolve billing disputes. The Invoice Cover Letter must have an original signature, in blue ink, by an authorized representative from the agency.

11. 8-Line Item Invoice

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

12. Additional Budget Detail Invoice

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

A. Top Section
   1) Address the Additional Budget Detail Invoice to your assigned EWC 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 Director 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 51% of total Personnel Costs.
   3) Category C - Operating Expenses: Include a breakdown of all line items as shown in the Additional Budget Detail.
   4) Category D - Equipment: Include a breakdown of all line items as shown in the Additional Budget Detail.
   5) Category E - Travel: Include a breakdown of all line items as shown in the Additional Budget Detail.

Exhibit B A1
Budget Detail and Payment Provisions

6) Category F - Subcontracts: Include a breakdown of all line items as shown in the Additional Budget Detail.
7) Category G - Other Costs: Include a breakdown of all line items as shown in the Additional Budget Detail.
8) Category H - Indirect Costs: Provide the actual indirect cost percentage rate billed for the invoice period. Indirect Costs may not exceed the amounts specified in Provision 1.G.
9) Total Amount

C. Column 2 - Approved Budget: Insert the approved contract budget amount for each line item. Amounts entered in this column should be identical to the Additional Budget Detail for the appropriate fiscal year.

D. Column 3 - Actual Expenses This Period: Record the actual expenses for each line item during the invoice period. Expenses for each line must be shown. For budgeted lines without expenditures during the invoice period, signify with "$0".

E. Column 4 - Cumulative Expenses to Date: Record the cumulative total of all expenses for each line item paid through and including the current invoice period.

F. Column 5 - Unexpended Balance: Record the difference between Column 2 (Approved Budget) and Column 4 (Cumulative Expenses to Date), Column 2 minus Column 4 equals Column 5.

13. Advance Payments

No advance payment is allowed under this agreement.

Exhibit B - Attachment IV
Budget Amendment #1 Detail
Year 04
July 1, 2014 through June 20, 2015

		(1) Prior Approved Amount (12/15/12)	(2) Requested Amendment 10/23/14	(3) New Amount
A. PERSONNEL B= Bi-weekly				
1. Project Coordinator/Health Educator	B 10%-80% $3,487 - $3,861	38,875	(3,562)	35,313
2. Clinical Coordinator	B 100% $2,536 - $3,096	46,393	15,211	61,604
3. Health Educator	B 100% $2,088 - $2,549	0	51,223	51,223
Total Salaries		85,268	62,872	148,140
B. FRINGE BENEFITS (between 45%-51% of Total Salaries)		43,487	(16,653)	26,834
TOTAL PERSONNEL EXPENSES		128,755	46,219	174,974
C. OPERATING EXPENSES				
1. General Expenses		5,292	7,987	13,279
D. EQUIPMENT		0	0	0
E. TRAVEL AND PER DIEM		2,471	4,729	7,200
F. SUBCONTRACT/CONSULTANTS				
1. Contracts with Community Health Workers in San Luis Obispo, Santa Barbara and Ventura Counties for local health education			118,368	118,368
2. Community Health Workers Hourly		750	1,750	2,500
G. OTHER COSTS		0	0	0
Total Direct Costs		137,268	179,053	316,321
H. INDIRECT COSTS		16,472	21,487	37,959
TOTAL BUDGET		**$153,740**	**$200,540**	**$354,280**

Exhibit B Attachment V
Budget
Year 5
July 1, 2015 through June 30, 2016

		Budget Amount
A. PERSONNEL		
B = Bi-weekly M = Monthly		
1. Project Coordinator/Health Educator	B 10% $3,487 - $3,861	9,675
2. Clinical Coordinator	B 100% $2,536 - $3,423	89,004
3. Health Educator	B 100% $2,088 - $2,870	74,628
Total Salaries		173,307
B. FRINGE BENEFITS		
(Not to exceed 45%-51% of Total Salaries)		88,387
TOTAL PERSONNEL EXPENSES		261,694
C. OPERATING EXPENSES		
1. General Expenses		10,975
D. EQUIPMENT		-
E. TRAVEL AND PER DIEM		
(@ State DPA Rates)		3,250
F. SUBCONTRACT/CONSULTANTS		
1. Contracts with Community Health Workers in San Luis Obispo, Santa Barbara and Ventura Counties for local health education		37,902
2. Community Health Workers Hourly		2,500
G. OTHER COSTS		0
Total Direct Costs		316,321
H. INDIRECT COSTS		
(Not to exceed 12% of Total Direct Costs)		37,959
TOTAL BUDGET		**354,280**

Exhibit H A1
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 of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ('the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").

B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.

C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a

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HIPAA Business Associate Addendum

reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CRF Parts 160 and 164.

H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.

I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.

J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, 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.

M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

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 DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

1. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Addendum, Business Associate may:

   a. ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate provided that such 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

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HIPAA Business Associate Addendum

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.

b. ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS 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 DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).

2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

2. ***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 DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. 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 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

3. ***Security.*** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

   a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;

   b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;

   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

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HIPAA Business Associate Addendum

d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

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 DHCS.

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 and Subcontractors.***

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:

   a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or

   b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. ***Availability of Information to DHCS and Individuals***. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

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2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).

3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. ***Amendment of PHI.*** To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. ***Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

I. ***Documentation of Disclosures.*** To document and make available to DHCS or (at the direction of DHCS) 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 the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. ***Breaches and Security Incidents.*** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. ***Notice to DHCS.*** (1) To notify DHCS **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

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Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the DHCS ITSD Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

2. ***Investigation and Investigation Report.*** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

3. ***Complete Report.*** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.

4. ***Notification of Individuals.*** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

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5. ***Responsibility for Reporting of Breaches.*** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. ***DHCS Contact Information.*** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS 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.

DHCS Program Contract Manager	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

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K. ***Termination of Agreement.*** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or

2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. ***Due Diligence.*** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. ***Sanctions and/or Penalties***. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. ***Notice of Privacy Practices***. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

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 DHCS has agreed to in accordance with 45 CFR section 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 DHCS.

V. Audits, Inspection and Enforcement

A. From time to time, DHCS 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 DHCS Privacy Officer in writing. The fact that DHCS 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 DHCS':

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1. Failure to detect or

2. 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 DHCS' enforcement rights under this Agreement and this Addendum.

B. If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

A. ***Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).

B. ***Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS 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 DHCS; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

C. ***Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS 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.

D. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

A. ***Disclaimer.*** DHCS 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.

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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 HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS 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 DHCS pursuant to this Section; or

2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS 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 DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, 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 DHCS 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 HITECH Act, 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, the HITECH Act 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 VI.D 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.

I. **Personnel Controls**

A. ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

B. ***Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. ***Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

D. ***Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. **Technical Security Controls**

A. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

B. ***Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. ***Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

F. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on

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

G. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

H. ***Data Destruction.*** When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.

I. ***System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. ***Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. ***Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

M. ***Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

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

III. Audit Controls

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

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

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

IV. Business Continuity / Disaster Recovery Controls

A. ***Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

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

V. Paper Document Controls

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

B. ***Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. ***Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.

E. ***Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. ***Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Exhibit O A1

Core Program Performance Indicators (CPPI)*				
Indicator Type	**CDC DQIG Item**	**SOW Objectives**	**Program Performance Indicator**	**CDC Standard (Benchmark)**
Screening	6.a.	**Objective 1:** Health 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 > 90 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%

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The Every Woman Counts (EWC) program utilizes Clinical Coordinators as the local clinical presence of the EWC program. The Clinical Coordinators are responsible for promoting and administering the EWC program to Providers in their assigned Region, referred to as the Provider Network. The EWC clinical program components that Clinical Coordinators must administer are: 1) management of the Provider Network, 2) optimization of Quality Assurance, and 3) improvement, and promotion of Provider Education.

A. Clinical Coordinators

1. The clinical component of the Scope of Work (SOW) must be conducted by a Clinical Coordinator who resides in the Region where they are providing EWC services. Information about Clinical Coordinators' professional requirements can be found in the document "Core Competency Requirements, Clinical Coordinator" (see Exhibit T).
2. The Clinical Coordinator is responsible for having in-depth knowledge of all EWC clinical program components, manuals and materials, such as: 1) the *Program Manual for Primary Care Providers*, 2) the EWC portion of the *Medi-Cal Manual (ev woman), 3) the Medi-Cal Bulletin, 4) the Step-by-Step Provider User Guide, 5)* the Provider Site Review Tool, 6) the Core Program Performance Indicator (CPPI) benchmarks, 7) Program Letters, 8) recommended algorithms, and 9) all future Program policies and updates.
3. The Clinical Coordinator's role is directed at completing contract SOW deliverables for EWC. On occasion, they may be asked about assisting women whose needs are not covered by EWC. For these occurrences, the Clinical Coordinator shall create and maintain a list of regional community resources that includes: free and/or low cost breast and cervical cancer screening, diagnostic, patient navigation and treatment services.
4. The Clinical Coordinator is responsible for training Primary Care Providers (PCPs) to meet all EWC administrative, clinical (including the nine CPPI benchmarks; see Exhibit O) and data submission standards.
5. The Clinical Coordinator is employed solely to support EWC program standards and protocols in the SOW. While under the employ of this EWC contract, Clinical Coordinators must clearly present themselves as EWC representatives. They may not present themselves as representing other programs or services within the California Department of Health Care Services (DHCS), such as: 1) *Medi-Cal, Family Planning, Access, Care and Treatment,2) the Breast and Cervical Cancer Treatment Program*, or 3) other entities outside of DHCS.

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

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

1. Clinical Coordinators are responsible for ensuring that the clinical components of the 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 for compliance. The Clinical Coordinator will serve as a HIPAA resource for the Health Educator conducting the Breast and Cervical Cancer Screening, Prevention and Education Class (BCCSPEC).
2. Clinical Coordinators must have on file a signed Confidentiality Statement that is renewed yearly. Each PCP is responsible for complying with HIPAA.

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C. **Core Program Performance Indicators (CPPI)**

Successful program implementatation and evaluation is dependent on the performance of regional clinical services meeting CPPI benchmarks as described below:

1. The Regional Contractor's aggregate performance on CPPI benchmarks is generated quarterly in the Regional CCPPI Report.
2. For each reporting period of the contract, the Clinical Coordinator will be responsible within their assigned region and as a whole, for the PCPs to meet or exceed the CPPI benchmarks.

D. **Program Components**

1. Provider Network

EWC utilizes PCPs as program providers who are responsible for delivering program clinical services, case management and data input for each EWC recipient. The PCPs enroll, certify and recertify eligible women into the program and refer these eligible women as needed to referral providers such as radiologists and surgeons, who provide additional screening and diagnostic services. References to EWC providers are used throughout EWC documents and are to be interpreted to describe both PCPs and referral providers. Both PCPs and referral providers are Medi-Cal providers, but only PCPs are enrolled into EWC.

a. Recruitment

The Clinical Coordinator must focus on recruiting, maintaining and supporting the network of EWC providers in their assigned Region. This may include EWC directed reduction or expansion of the Provider Network. Clinical Coordinators must emphasize recruiting providers who have culturally competent practices that serve EWC priority populations. PCPs who are either located in or service the priority populations' communities, and that meet EWC provider enrollment criteria are to be considered. All enrolled PCPs must have the ability to meet the CPPI benchmarks with office systems and personnel that facilitate quality services and data submission. If a gap in service is identified by EWC and/or the Regional Contractor, the Clinical Coordinator shall follow the current EWC enrollment process for enrolling prospective providers. Only EWC forms, and future revisions thereof, are to be used.

The Clinical Coordinator must maintain accurate files on each PCP in their assigned regional Provider Network. The files must include, but are not limited to: 1) copies of the provider enrollment documents, 2) copies of communication to providers, and 3) copies of provider site reviews and follow-up. The Clinical Coordinator will develop a written plan to expand and/or reduce the network that includes evidence about the regional needs and supports decisions about the Provider Network. This plan will be provided within two weeks upon EWCs request.

Using EWC protocols and tools, Clinical Coordinators shall provide on-site orientation tailored for the PCP's office, which may include an audience of some, or all, of the following: 1) clinicians; 2) front office staff who assist clients with paperwork; 3) staff that assist with program eligibility, enrollment, data entry, case management and billing; and 4) office

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managers. Orientation shall include EWC administrative standards including recipient eligibility, enrollment and recertification, clinical standards, EWC screening and diagnostic, services, tracking, case management, recording and transmission of clinical data elements, and EWC web-based system training. Clinical Coordinators shall ensure providers have access to the current EWC required policies and procedures, provider education/training information, breast and cervical cancer screening and diagnostic algorithms, and other EWC approved resources as made available.

Web-based data submission by PCPs is required for every EWC recipient and is a very important component to orientation of new PCPs. The PCP will report data as mandated by EWC, using on-line breast/cervical screening and follow-up worksheets. These worksheets collect data on: 1) screening, 2) timely follow-up for abnormal screening results, 3) diagnostic procedures, outcomes, and final diagnosis, 4) treatment disposition, and 5) re-screening information. A variety of data elements is required by the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), California state statute, and is also actively utilized for EWC quality assurance/improvement. EWC evaluates the data for completeness and correlation with EWC standards including the adherence to the CPPI benchmarks. 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 completeness and quality of the data submission and the level of CPPI in their assigned Region. Guidelines for completing the data on-line worksheets are available in the 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.

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 NBCCEDP. Federal funding is contingent upon required data submission. EWC also utilizes MDEs to monitor clinical outcomes. They are incorporated into clinical and program standards for EWC. MDEs are collected via the EWC web-based online breast/cervical screening and follow-up worksheets.

b. Maintenance
Clinical Coordinators are responsible for ensuring that PCPs are appropriately informed of changes in EWC policies and procedures. They are also responsible for providing timely training related to EWC changes. Examples include, but are not limited to: 1) changes in provider enrollment procedures, 2) changes in clinical standards or practice, and 3) changes in allowable expenses billed to EWC.

A good clinic management system is essential for meeting EWC program requirements. The PCP must organize clinic management systems that 1) tracks completion of the breast and/or cervical cancer screening for all EWC 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-

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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 EWC. PCPs that meet EWC requirements indicate that case management is provided to clients as evidenced by complete data submission. Case management components, as identified by CDC, include:

1) Identification of women with abnormal results that may require case management.
2) A collaborative effort between the provider and the woman to determine the client's need for support to complete recommended follow-up.
3) Development of a written plan for the individual woman to complete recommended follow-up.
4) Coordination of referral services and communication about these with the woman, primary care provider and referral provider(s).
5) Ongoing assessment, monitoring and communication about the woman's progress towards completing recommended follow-up.
6) Promotion of client education and access to resources that empower women to access services independently.
7) Evaluation of the completion and timeliness of recommended follow up and other services.

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

1) Clinical Coordinators are responsible for training their assigned network of providers using EWC training resources and tools. Trainings may be mandated when EWC identifies PCPs who are not following EWC standards.
2) All PCP trainings are to be recorded at least monthly in RCMIS.
3) Clinical Coordinators must be prepared to provide plans for expanding or reducing the regional Provider Network that includes evidence about the regional needs and supports decisions made about the Provider Network. This plan will be provided within two weeks upon EWC's request.
4) Clinical Coordinators shall update and maintain PCP contact information on a monthly basis in RCMIS.
5) Clinical Coordinators must ensure that enrolled providers deliver quality clinical services and collaboratively develop corrective action plans with the providers that do not meet EWC requirements, including data submission requirements.

c. EWC Automated Referral Line (ARL) and EWC On-line Clinic Locator (OCL)
The following are duties of the Clinical Coordinator related to the EWC Automated Referral Line and EWC On-line Clinic Locator:

1) Clinical Coordinators shall promote the EWC ARL and the EWC OCL.
2) Clinical Coordinators shall regularly notify the EWC's Provider Services Unit (PSU) of PCP clinical contact changes, as directed by PSU.
3) Clinical Coordinators are responsible for the language translation, if needed, and management, resolution, and documentaion of complaints referred through the ARL, OCL and/or from direct patient calls. As needed, the Clinical Coordinator shall

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coordinate and direct the Health Educator to assist with the investigation of complaints reported through the EWC ARL and/or OCL. Complaints will be investigated and responded to within 30 days of receipt by the Clinical Coordinator. The Clinical Coordinator will maintain a confidential log of complaints activities and resolutions, which will be made available to EWC within two weeks of when requested. This confidential information will be securely stored at all times. If there is a barrier to the resolution of a complaint on the regional level, it must be brought to the attention of EWC.

4) Clinical Coordinators shall aggregate complaints reported during each reporting period and provide a narrative report that includes, but is not limited to, type of complaints, trends identification, and complaint resolution outcomes. The most recent narrative report will be provided within two weeks upon EWC's request.
5) Clinical Coordinators shall support EWC policy regarding referrals to the PCP through the EWC ARL and the EWC OCL.

   a. For PCPs who wish to initiate blocking, the PCP must direct his/her request to the EWC Provider Services Unit. The request must use PCP letterhead and include the PCP's signature. If this is not available, the PCP must communicate the change via e-mail using a PCP e-mail address and PCP signature block. A copy is to be sent to the Clinical Coordinator.
   b. For PCPs that are no longer rendering services such as in the case of death or retirement, the Clinical Coordinator is to obtain verification of this from the provider's office and inform the EWC PSU. EWC PSU will remove the provider from the list in the EWC ARL and OCL.
   c. For PCPs who have changes in provider contact information, these changes must be reported to EWC within 30 days or the PCP information for referrals will not be available through the ARL or OCL.

2. Quality Assurance and Quality Improvement
   The purpose of the Quality Assurance and Quality Improvement component of the contract is to maintain national clinical standards set by CDC. Adherence to the national standards is demonstrated by prompt data submission by EWC PCPs and monitored through the Provider Site Reviews and Continuous Quality Improvement (CQI) Projects.
   a. Provider Site Reviews (PSRs)
      The EWC PSRs are a key element in evaluation of PCPs. It is a critical factor in EWC program quality assurance. Clinical Coordinators are required to conduct an assigned number of PSRs per fiscal year using the current EWC PSR Tool and protocols. The PSR Tool provides a consistent method of documentation of a PCP's performance on EWC's CPPI benchmarks and evaluation of the PCP's clinic systems. The PSR Tool is also a mechanism to assist EWC in maintaining a satisfactory level of data from PCPs.

      The following are duties of the Clinical Coordinator to conduct PSRs:
      1) Clinical Coordinators must perform a required number of PSRs for their assigned Region. The PSR requirement will not vary according to whether the position is filled or not. The number of PSRs will be determined by the number of Clinical Coordinator positions allocated per assigned region and annually per a program letter.

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2) Clinical Coordinators must prioritize PSR visits. Prioritization includes: 1) focusing on PCPs who are experiencing data reporting problems, 2) are requesting frequent technical assistance, and/or 3) have multiple patient complaints registered about them. Clinical Coordinators must also use EWC data reports to identify provider deficiencies with data submission and CPPI. PCPs experiencing difficulty in submitting data will be identified by data reports published by EWC. These data reports must be discussed with the providers during the PSR.

3) Clinical Coordinators utilize PSRs to identify: 1) the need for a training, 2) to provide technical assistance and 3) to emphasize PCPs' responsiblilies to provide quality services to women and complete accurate data submission to EWC. Clinical Coordinators shall develop collaborative improvement action plans with PCPs who have scores less than 90% on the PSR. Clinical Coordinators shall follow-up and monitor improvement action plans for PCPs.

4) Clinical Coordinators shall verify that PCPs have clinical resources readily available to meet EWC requirements. Clinical Coordinators should also provide examples of tracking tools for case management and follow-up. These examples may include, but are not limited to, paper or electronic versions of: 1) flow sheets and related forms, 2) alert notices such as chart stickers to identify next screening date, 3) reminder post cards, 4) personal records for clients to track their own screening, 5) tracking forms, and 6) tickler systems.

5) Clinical Coordinators shall aggregate and analyze PSR outcomes during each reporting period. The Clinical Coordinator will provide a narrative summary in each progress report describing the analysis, trends, and actions taken to improve PCP performance of the CPPI benchmarks. Clinical Coordinators must update PSR information in RCMIS on a monthly basis.

b. Continuous Quality Improvement (CQI) Projects
CQI Projects focus on promotion and sustainability of the quality of healthcare services delivered to women participating in EWC. Projects utilize a variety of evidence-based evaluation tools and activities to monitor and ensure that quality services are provided.

1) Per EWC discretion, Clinical Coordinators will be required to participate in specific EWC CQI Projects. These specifics will be assigned in a program letter.
2) One ongoing CQI activity is to monitor and promote improvement of MDE submission and adherence to CPPI benchmarks. An example of a EWC 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. Projects shall mandate use of EWC tools and protocols. Clinical Coordinators shall submit a narrative report on the status of assigned projects in each progress report as implemented.

3. Provider Education
Clinical Coordinators are responsible for assisting EWC with provider education activities which will ultimately lead to delivery of up-to-date quality breast and cervical cancer screening and

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diagnostic services that adhere to EWC clinical quality standards and result in meeting the benchmarks of the CPPI.

a. Each fiscal year, EWC will determine the required provider education activities and communicate this information to Regional Contractors 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 EWC, Clinical Coordinators will conduct training on CPPI. It is expected that CPPI training will be a regular ongoing activity in response to: 1) changing EWC priorities, 2) turnover of staff at PCP sites, or 3) a provider CPPI score is less than 50% on the CPPI report. Training can either be conducted 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 and technical assistance in RCMIS.

   In addition, to regular training, EWC may provide the Clinical Coordinator 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 EWC. These trainings must also be documented following EWC reporting requirements.

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

   The Clinical Coordinator will provide a regional corrective action plan if the region as a whole does not meet all of the clinical breast and cervical CPPI indicators. The corrective action plan will include: 1) a narrative report describing the trends within the assigned region, including which CPPIs were not met by the region, 2) a summary analysis that includes reasons for the unmet regional CPPIs, and 3) corresponding actions for correcting the unmet regional CPPIs. This corrective action plan will be included in the narrative of the progress report.

Exhibit Q A1
Operational Requirements
Health Education

The Every Woman Counts (EWC) program utilizes Health Educators as the local community presence to program eligible women. Health education staff are responsible for teaching the Breast and Cervical Cancer Screening, Prevention and Education Class (BCCSPEC) to program eligible women within the defined priority populations. The BCCSPEC offers a personal connection with a community using small group educational methods. It is designed to enhance EWC's message of promoting regular breast and cervical cancer screenings for early cancer detection.

A. **Health Education Staff**
   1. The BCCSPEC must be taught by the Health Educators or a Community Health Worker (CHW) who has been trained by the Health Educator and approved by the EWC program staff. Additional information can be found in the document "Core Competency Requirements, Health Educator" (see Exhibit U).
   2. The Health Educator must be present at all classes, unless the CHW has completed his or her training and the Readiness Checklist has been submitted by the Health Educator and approved by EWC, in which case the CHW can teach a class or attend a community event without the presence of the Health Educator. Other scenarios presented may be allowed on a case-by-case basis, and must be fully justified in writing and approved in advance by the EWC program staff.
   3. Health Educators are responsible for having in-depth knowledge of all EWC components, and should have the following content expertise:
      a. principles of planning, implementing, and evaluating health education programs
      b. health maintenance/cancer screening and follow-up principles
      c. breast and cervical cancer disease processes
      d. cultural competency in serving specific populations
      e. familiarity with relevant EWC materials
   4. The Health Educator's role is to complete contract Scope of Work (SOW) deliverables for the EWC program. On occasion, they may be asked about referring women to additional resources whose needs are not included in EWC. For these occasional occurrences, the Health Educator shall direct women to community resources. This may include consulting with the regional contractor Clinical Coordinator and directing women to regional clinical resources.
   5. The Health Educators are employed solely to support the EWC program policies in the SOW. While under the employ of the contract, the Health Educator must not present themselves as representing other programs or services within the California Department of Health Care Services (DHCS), such as *Medi-Cal, Low-Income Health Program, the Breast and Cervical Cancer Treatment Program*, or other entities outside of DHCS.
   6. Health Educators are responsible for developing relationships with local agencies and community leaders that can assist in identifying/reaching the priority populations.

B. Standard health education practices of adhering and upholding the Code of Ethics for Health Education Professionals should be applied to all health education sessions and individual encounters. Please visit the Society for Public Health Education website for more information: http://www.sophe.org/ethics.cfm.

C. **Health Insurance Portability and Accountability Act (HIPAA) Compliance**
The HIPAA was passed by Congress in 1996, and took effect in 2003 (see Exhibit H). It establishes standards for Protected Health Information (PHI) from disclosure, and informs patients of how their information will be used.

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Operational Requirements
Health Education

EWC must abide by very stringent rules and regulations related to HIPAA (see Exhibit H). 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 must have on file a signed Confidentiality Statement that is renewed yearly.

D. Core Program Performance Indicators

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

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

E. Program Components

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

Emphasis should be on providing screening and re-screening messages, to women from age 50 and older and women who have rarely or never been screened, within each of the ethnic/cultural/geographic 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. However, women from age 21 and older, as well as lesbians and women with disabilities, should also be given consideration for providing BCCSPEC. Annual or semi-annual Program Letters will be distributed that describe the deliverables throughout each region for that particular period.

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

1. Minimum Number of Women to Receive Health Education
   a. For each region, the EWC program will designate a required minimum number of women to be reached in the SOW per fiscal year or partial fiscal year in a program letter. Minimum required numbers will be based on regional demographics and other factors.
   b. Since the EWC-approved training combines breast and cervical cancer 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. Education Tools
   a. Health education sessions must use EWC-designated curriculum, which is currently BCCSPEC, and other EWC-approved materials. **Curriculum and materials should not be changed nor altered without EWC consent.**
   b. The Health Educator must receive prior approval from the EWC program before translating the curriculum or other materials into languages other than what is provided.

3. Educational Session or Individual Encounter Requirements

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a. All educational sessions or encounters must be directed to women from age 21 and older who are rarely or never screened for breast and/or cervical cancer, with an emphasis on women from the designated priority populations. Each priority population must be served. **At least 75% of the women to receive BCCSPEC should be from age 50 or older.**
b. Educational sessions are intended to be facilitated in small groups (not greater than 15 attendees) and should consist of only women within one ethnic/cultural priority population.
c. Evaluation measures in the form of pre- and post-tests are required for the educational sessions, whether at a scheduled session or a community event. Results of each test shall be entered into the Regional Contract Management Information System (RCMIS).
d. Documentation of participant by name, and other demographics as deemed necessary by EWC program, must be recorded for all participants into RCMIS.

4. Establish Partnerships with Community Collaborators
The Health Educator(s) of each region is/are required to establish and maintain collaborative partnerships with community, faith, and ethnic-based organizations that support the delivery of the BCCSPEC for EWC's priority populations. The partnerships will be established through community networking opportunities, CHWs and by other acceptable methods. The new collaborative partnerships should reflect the population gaps for the region/county wherever possible.

   The collaborators must: 1) assist in scheduling and coordinating the BCCSPEC, 2) represent EWC's specified priority population, and 3) support or provide services to lesbians, women with disabilities, African American women, and women from age 21 and older.

   The number of collaborations will be specified in an annual or semi-annual program letter.

   The Health Educator (s) must complete the Community Collaboration form for each new collaborative partnership established, and document all networking activities in the Networking Activity Log in RCMIS.

5. Community Health Workers (CHWs)
CHWs are trained by regional Health Educators and approved by the EWC program, CHWs assist the program in delivering the BCCSPEC and are critical to building and maintaining collaborative relationships and ultimately connecting with the following priority populations: African American, Native American, Asian/Pacific Islander, rural populations, as well as an emphasis on the lesbian and disabled communities.
   a. The EWC program will designate a required minimum number of CHWs to be recruited and maintained per a semi-annual or annual program letter to each regional contractor site. The regional contractor staff must retain the required minimum number of active CHWs for each reporting period.
   b. Health Educators must provide orientation to each CHW in adherence to the "CHW Orientation Checklist." Signed and dated by the Health Educator and the CHW, the checklist must be uploaded into RCMIS. EWC will grant final approval of the CHW in RCMIS.
   c. When a Health Educator feels that a CHW has enough experience and ease to teach a health education session without the Health Educator present, the Health Educator must have the CHW sign and date each component of the "Readiness Checklist" to verify that they are "ready" to teach on their own. This Readiness Checklist is then uploaded into

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RCMIS. The EWC program will approve the Readiness Checklist in RCMIS. The CHW shall not teach a session until the EWC program staff approve the checklist.

d. CHW-related expenses will not be paid unless the CHW and the educational session(s) they teach is/are listed in RCMIS.
e. CHWs are not staff of the Contractor but are subcontracted at an hourly rate of $15-$25 per hour to provide assistance with culturally appropriate teaching, translation and navigation of priority populations. EWC expects that the Contractor will identify any potential conflicts of interest with the CHW and monitor CHWs to ensure they are engaging in activities solely to support EWC program policies in the SOW.

6. Management/Evaluation Requirements
   a. Health education sessions should be conducted where they best reach the priority populations. It is the regional contractor staff's responsibility to determine the most appropriate logistical presentation setting(s) based on the needs of the targeted audience. A report of the regional contractors collaborations with agencies and networking activities must be documented in the semi-annual progress reports.
   b. Educational sessions, individual encounters, collaborative efforts, and networking activities should be recorded at least once a monhth in RCMIS and made available to EWC program staff upon request.
   c. Contractor should use the EWC program data to meet SOW requirements and to maximize the regional contractor's ability to reach overall SOW objectives.
   d. Health Educator will coordinate with Clinical Coordinator to investigate complaints reported to the Clinical Referral System within 30 days of receipt and maintain a log of all completed activities resolving complaints, which will be made available in confidential format to the EWC program within two weeks upon request.

Exhibit S A1
Core Competency Requirements
Project Coordinator

Under general direction from the Deputy Director and Every Woman Counts (EWC) Program staff, the Project Coordinator must at minimum possess a Bachelor'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:

a. Manage the regional activities of the Scope of Work (SOW) with the California Department of Health Care Services, Every Woman Counts (EWC) Program staff.
b. Apply programmatic, and operational leadership and guidance.
c. Apply expert assistance and guidance in coordination with EWC Program direction, regional budget management and fiscal accountability, oversight of EWC goals and objectives, regional budget initiatives, acquisition, information technology, and organizational and effectiveness planning.
d. Provide authoritative advice, guidance, and assistance to staff and officials from local governments and various nonprofit and private entities on matters related to the local development, implementation, operation, administration, evaluation, and fund allocations.

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

Project Coordinator Scope

1. Assure adherence to all federal, state, and local regulations by assigned EWC Program staff including the Health Insurance Portability and Accounting Act (HIPAA) of 1996 (see Exhibit H): maintains and updates annually the confidentiality statements of all assigned EWC regional contractor staff.
2. Establish and maintain EWC priorities in order to complete the regional SOW deliverables.
3. Apply health program administration principles and techniques to regional problems and issues.
4. Identify and analyze issues and their impact on local public health policies as related to breast and cervical cancer, and other funded cancers.
5. Apply and conduct principles, practices, and techniques of local program planning, development, and evaluation.

Analytical/Evaluation Skills

1. Identify problems in coordination with EWC Program staff and develop strategies to solve local problems, evaluate solutions, and report back to EWC Program staff.
2. Analyze and evaluate regional data and information in order to make appropriate recommendations to EWC Program staff.
3. Consult on, monitor, and measure the outcomes of the local EWC Program in order to evaluate the effectiveness of project activities and meet the needs of regional contractor participants.

Correspondence/Internal and External Relationships

1. Maintain accurate records and files.
2. Possess excellent skills in oral and written communications, the gathering and conveying of information, making oral presentations, and preparing reports, correspondence, and other written materials.

Exhibit S A1
Core Competency Requirements
Project Coordinator

3. Establish and maintain an effective working relationship with a variety of local businesses, individuals, and support groups.
4. Possess the ability to identify, problem solve, and follow procedures for establishing and maintaining community relationships and assessing local community health program needs and available resources.

Exhibit T A1
Core Competency Requirements
Clinical Coordinator

Under general direction from the Project Coordinator and Every Woman Counts (EWC) Program staff, the Clinical Coordinator must possess a valid active license and be a Registered Nurse in good standing in the State of California. The Clinical Coordinator must possess a Bachelor of Science Degree in Nursing (BSN) from an accredited program.

The Clinical Coordinator shall possess the ability to:

a. Apply principles and practices of public health nursing and preventive medicine to EWC clinical activities.
b. Use leadership skills to conduct EWC clinical activities.
c. Perform assessment, planning, implementation and evaluation of the clinical components of EWC Program Scope of Work (SOW).
d. Support and advice individuals, public health agencies, staff of clinic systems, and other local entities about the EWC Program's clinical services.
e. Establish and maintain priorities to meet the clinical components of the SOW.

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

NURSING SCOPE

1. Ability to perform assessment of community health care needs and apply to planning and implementation of health policy that leads to improvement of health outcomes in the region and California.
2. Understanding of medical language, pathophysiology, and ethical/legal issues in relation to healthcare and public health in general and breast and cervical cancer screening, diagnosis and treatment specifically.
3. Competence to assume broad responsibilities requiring independence and professional judgment while conducting EWC Program activities.
4. Current knowledge about health care and clinic management systems.
5. Current knowledge of regional demographics, special populations, health care systems and services, and community resources.
6. Knowledge of educational strategies for identifying the learning needs of clinic staff and conducting staff trainings that address these.
7. Knowledge of principles of case management and methods for patient tracking, follow-up and rescreening activities.
8. Understanding of principles of quality assurance to assure the Primary Care Providers adhere to EWC Program standards and that EWC Program benchmarks are met.
9. Ability to use collaborative strategies to gain and maintain confidence of providers and staff that deliver EWC services.
10. Understanding of applicable patient/provider consent laws and compliance with confidentiality policies. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see Exhibit H) regulations should be applied when communicating with internal and external agencies, maintenance, handling and storage of EWC recipient's Protected Health Information.
11. Ability to communicate directly and effectively with EWC Program staff about complex EWC policy related issues in order to receive guidance and resolution.

Exhibit T A1
Core Competency Requirements
Clinical Coordinator

ANALYTICAL/EVALUATION SKILLS

1. In depth knowledge of the region's culture and populations, community health practices, health care systems, and community resources such that can identify barriers to access to health care services or unique regional gaps in the provision of those services.
2. Ability to analyze and problem solve methods to promote access to care for hard to reach and underserved populations and EWC target populations.
3. Ability to compile and use records, reports, and statistical information for appraisal and planning.
4. Understanding and ability to analyze data from various sources such as: EWC Program data reports, county census, and professional literature to improve clinical management services and program delivery.

CORRESPONDENCE/INTERNAL AND EXTERNAL RELATIONSHIPS

1. Ability to keep accurate, concise, legally appropriate and confidential records and reports.
2. Ability to communicate effectively both verbally and in writing.
3. Ability to work with both individuals and groups.
4. Ability to direct and instruct health care colleagues in a collaborative, constructive and non-threatening way.
5. Ability to select and use advanced analytic, problem solving and communication skills.
6. Ability to utilize information and communication technology.
7. Ability to communicate directly and effectively with EWC Program staff about complex problems or policy-related issues, in order to receive technical guidance and resolution.

Exhibit U A1
Core Competency Requirements
Health Educator

Under general direction from the Project Coordinator and the Every Woman Counts (EWC) Program staff, the Health Educator must possess at least a Bachelor's degree in Health Education, Community Health or a related field. A Master's degree in Public Health with an emphasis in health education or another health-related field is strongly preferred.

A. ABILITIES REQUIRED

1. Possess leadership skills to conduct health education activities.
2. Assert health education principles, methods, techniques, and theories effectively in the planning and implementation of a health education program and its relationship in bringing about voluntary behavior change.
3. Apply health promotion, disease prevention, and health education principles and practices with a degree of independence to support or advise individuals, public health agencies and other local entities.
4. Establish and maintain priorities to meet the health education objectives of the Scope of Work (SOW).

B. MANDATORY KNOWLEDGES AND SKILLS

1. HEALTH EDUCATION/LEADERSHIP SCOPE
   a. Apply health education theories and knowledge when developing approaches to target the priority populations.
   b. Apply the necessary skills of group facilitation or individual counseling to ensure that plans for health education programming will meet the needs of the priority populations.
   c. Apply appropriate health education principles when teaching outreach educational sessions/encounters to appropriate priority population women.
   d. Apply the principles of health education to develop practice measures to evaluate and report the successes and challenges of educational programming.
   e. Uphold the Code of Ethics for the Health Education Professional, by the Society for Public Health Education. See http://www.sophe.org/ethics.cfm .
   f. Uphold the Health Insurance Portability and Accountability Act (HIPAA) (see Exhibit H) regulations and policies as they apply to SOW.
   g. Maintain leadership in organizing educational sessions/encounters in communities where there are high rates of breast and cervical cancer cases. Build relationships that facilitate teaching the educational sessions/encounter required in the SOW.

2. ANALYTICAL/EVALUATION SKILLS
   a. Analyze the needs of the Contractor's region with EWC priorities, and develop a reasonable plan (including goals and objectives) to best reach women most in need of breast and cervical cancer educational services.
   b. Evaluate education sessions/encounters, approaches, and cultural and linguistic appropriateness, and document on EWC report forms.
   c. Analyze health education activities and situations accurately and take effective action.
   d. Use evaluation tools provided by EWC to improve overall program performance.

Exhibit U A1
Core Competency Requirements
Health Educator

3. CORRESPONDENCE/INTERNAL AND EXTERNAL RELATIONSHIPS
   a. Communicate effectively to work with individuals and groups.
   b. Develop relationships with local agencies and community leaders to assist in identifying/reaching EWC-defined priority populations.
   c. Advise EWC Program staff of challenges/barriers in conducting health education activities and make recommendations on how to address or overcome them.
   d. Ability to communicate directly and effectively with EWC Program staff about complex problems or policy-related issues, in order to receive technical guidance and resolution.