

REGISTRATION NUMBER

AGREEMENT NUMBER

**05-46212**

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

STATE AGENCY'S NAME

(Also referred to as CDHS, DHS, or the State)

**California Department of Health Services**

CONTRACTOR'S NAME

(Also referred to as Contractor)

**San Mateo Medical Center**

2. The term of this Agreement is: **03/01/06** through **06/30/08**  
Contractor may not begin work until notified by DHS that the agreement has been approved.

3. The maximum amount of this Agreement is: **\$ \$175,000**  
**One Hundred Seventy-Five Thousand Dollars**

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

Exhibit A – Scope of Work	49 pages
Exhibit A, Attachment I –BCPA Roles and Responsibilities	3 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit C * – General Terms and Conditions	<u>GTC 1005</u>
Exhibit D(S) – Special Terms and Conditions (Attached hereto as part of this agreement)	18 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – Contract Equipment Purchased with DHS Funds	2 pages
Exhibit I – Inventory/Disposition of DHS-Funded Equipment	2 pages
Exhibit J – HIPAA Business Associate Addendum	7 pages

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

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

**CONTRACTOR**

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

**San Mateo Medical Center**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Jerry Hill, President, Board of Supervisors, San Mateo County**

ADDRESS

**222 West 39<sup>th</sup> Avenue  
San Mateo, CA 94403**

**STATE OF CALIFORNIA**

AGENCY NAME

**California Department of Health Services**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Terri L. Anderson, Chief, Contracts and Purchasing Services Section**

RESS

**1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413  
Sacramento, CA 95899-7413**

**California Department of  
General Services Use Only**

☐ Exempt per.

CCC-1005

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> San Mateo County, San Mateo Medical Center		<i>Federal ID Number</i> 94-6000532
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Jerry Hill, President, Board of Supervisors, San Mateo County		
<i>Date Executed</i>	<i>Executed in the County of</i> San Mateo	

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the



certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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



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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

**PAYEE DATA RECORD**

STD. 204 (Rev. 6-2003) (Page 2)

<b>1</b>	<p><b>Requirement to Complete Payee Data Record, STD. 204</b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
<b>2</b>	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
<b>3</b>	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
<b>4</b>	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov  For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
<b>5</b>	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
<b>6</b>	<p>This section must be completed by the State agency requesting the STD. 204.</p>
<p><b>Privacy Statement</b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>	



**Exhibit A, Attachment I**

**BEST PRACTICES IN CHILDHOOD ASTHMA (BPCA)  
Roles & Responsibilities**

*The following is a list of roles and responsibilities for each BPCA contractor and affiliated clinic partner. This form is to be completed and signed by the Asthma Project Leader, Asthma Coordinator, and Clinic Administrator (and Executive Director of the fiscal agency if the clinic is not the fiscal agent). Staff designated as back-up or temporary replacement/substitute for named positions must also complete this form. An original signed copy of this form for each named position must be submitted to the Contract Contact at DHS within 30 days of assuming the named position.*

- A. The Clinic Administrator will actively support and prioritize the clinic-based BPCA Project Team, including the development, implementation and evaluation of continuous quality improvement (CQI) processes and interventions.
- B. The BPCA Asthma Project Leader (APL) will:
  - 1. Provide leadership and coordination to the BPCA CQI processes and all BPCA CQI interventions.
  - 2. Ensure that clinic health care providers are in compliance with National Asthma Education and Prevention Program (NAEPP) guidelines for the diagnosis, treatment and management of asthma in children.
  - 3. Provide oversight of the activities of the Asthma Coordinator.
  - 4. Submit written monthly progress reports on all BPCA CQI interventions in a timely manner to the BPCA Program Team using the BPCA reporting template.
  - 5. Communicate monthly written feedback from the BPCA Program Team to all BPCA Project Team members and other healthcare providers, as needed.
  - 6. Establish and maintain clinic-wide healthcare provider and administrative buy-in to support BPCA CQI interventions and related changes in the care process for children with asthma.
  - 7. Attend appropriate BPCA Program trainings, meetings, site visits, and teleconference calls.
  - 8. Complete the online asthma quality improvement (QI) training available at [www.BetterAsthmaCare.org](http://www.BetterAsthmaCare.org) within 30 days of being assigned to this position.
- C. The BPCA Asthma Coordinator (AC) will:
  - 1. Coordinate all BPCA CQI interventions and activities.
  - 2. Obtain assent and written consent for all children enrolled in the evaluation portion of the BPCA Program.
  - 3. Collect BPCA data as directed by the APL and BPCA Program Team.
  - 4. Establish care with at least 250 children with asthma over the contract period.
  - 5. Attend appropriate BPCA Program trainings, meetings, site visits, and teleconference calls.
  - 6. Participate actively and regularly in the BPCA CQI team.
  - 7. Be actively involved in BPCA activities that have measurable indicators directly related to CQI interventions and at least indirectly related to BPCA outcomes. *Note: Not all BPCA CQI interventions require an AC activity, but all AC activities should be at least indirectly related to a BPCA outcome.*
  - 8. Ensure that information collected at home visits, clinic visits or through community outreach is incorporated into a patient plan of care and/or BPCA CQI plan for all children with asthma, *when applicable.*
  - 9. Ensure that all study related data are kept in a secured/locked filing cabinet with access limited to BPCA Project Team members.

## Exhibit A, Attachment I

### BEST PRACTICES IN CHILDHOOD ASTHMA (BPCA) Roles & Responsibilities

10. Ensure clinic health care providers are in compliance with NAEPP guidelines for the diagnosis, treatment and management of asthma in children.
11. Complete the online asthma QI training available at [www.BetterAsthmaCare.org](http://www.BetterAsthmaCare.org) within 30 days of being assigned to this position.

D. The Contractor will:

1. Recruit, enroll and obtain signed informed consent on a total of 80 children (0-18 years of age) for participation in the evaluation portion of the BPCA project, no later than August 31, 2006.
2. Collect patient interview and quality of life surveys, as instructed by BPCA Program Team, from the 80 enrolled patients followed for the BPCA evaluation at baseline, 6 months, one year and annually thereafter and submit to the BPCA Program Team per protocol.
3. Collect and submit baseline chart review data, as instructed by the BPCA Program Team on 40 randomly selected patients at baseline, 6 months, one year and annually thereafter.
4. Establish a multidisciplinary BPCA CQI team that meets at least once a month, and includes appropriate representation by staff who care for children with asthma.
5. Apply changes to systems of care based on the information gained through specific measurable indicators of BPCA CQI interventions and AC activities.
6. Apply all BPCA CQI interventions at no more than two clinics involved in asthma care for the BPCA population.
7. Ensure that BPCA CQI interventions and processes have objectively measurable indicators that will directly impact BPCA outcomes, accurately track intermediate steps toward a goal, and be thoroughly tested before dissemination.
8. Require attendance by APLs and ACs at BPCA teleconferences, site visits, and trainings.
9. Ensure that monthly reports are sent to the BPCA Program Team on or before the due date, after review by the APL and the Project Team.
10. Ensure that BPCA CQI teams at each clinic provide on-going and timely feedback to the BPCA Program Team regarding the provision of technical assistance. This feedback is necessary for the BPCA Program Team to provide the most effective and applicable support for each Project Team.



Exhibit A, Attachment I

BEST PRACTICES IN CHILDHOOD ASTHMA (BPCA)  
Roles & Responsibilities

The signature(s) below denotes our agreement to fully partner with the BPCA Program Team in achieving BPCA Program goals and adhering to the BPCA Program expectations listed above.

Clinic-based BPCA Project Staff

Print Name: GLORIA VALIENTE, M.D.

Title: ☒ Asthma Project Leader ☐ Asthma Coordinator ☐ Clinic Administrator

Name of Clinic: SAN MATEO MEDICAL CENTER/ FAIR OAKS CLINIC

*Gloria Valiente, MD*  
Signature

2-9-06  
Date

Executive Director of fiscal agency if the clinic is not the contractor

Print Name: Nancy J. Steiger,

Title: Chief Executive Officer

Organization: San Mateo Medical Center

*Nancy Steiger*  
Signature

3/14/06  
Date

**Exhibit A**  
**Scope of Work**

**1. Service Overview**

Contractor agrees to provide to the Department of Health Services (DHS) the services described herein.

Contractor will improve the quality of clinical care, reduce asthma morbidity, and reduce/eliminate asthma health disparities for California children aged 0-18 years with asthma within its service area. These goals will be achieved by hiring a full-time Asthma Coordinator, providing asthma education and care coordination, and utilizing continuous quality improvement techniques to improve the delivery and quality of asthma care.

**2. Service Location**

The services shall be performed at applicable facilities in the vicinity of San Mateo County.

**3. Service Hours**

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national holidays.

**4. Project Representatives**

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

<b>Department of Health Services</b>	<b>San Mateo Medical Center</b>
Kathleen Acree, M.D., MPH Telephone: (916) 552-9900 Fax: (916) 552-9729 E-mail: kacree@dhs.ca.gov	Jonathan Mesinger Telephone: (650) 573-2587 Fax: (650) 573-2030 E-mail: jmesinger@co.sanmateo.ca.us

B. Direct all inquiries to:

<b>Department of Health Services</b>	<b>San Mateo Medical Center</b>
California Asthma Public Health Initiative Attention: Warren Bonta 1616 Capitol Avenue, MS 7210 P.O. Box Number 997413 Sacramento, CA, 95899-7413  Telephone: (916) 555-9964 Fax: (916) 552--9910 E-mail: wbonta@dhs.ca.gov	Sang-Ick Chang, MD Vice President, Ambulatory & Medical Services 222 West 39 <sup>th</sup> Avenue San Mateo, CA 94403  Telephone: (650) 573-2327 Fax: (650) 573-2030 E-mail: sichang@co.sanmateo.ca.us

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



**Exhibit A**  
**Scope of Work**

**5. Allowable Informal Scope of Work Changes**

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

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

**Exhibit A**  
**Scope of Work**  
**Year 1**  
**03/01/06 – 06/30/06**

**Goal 1: Clinic administration will actively support the clinic-based Best Practices in Childhood Asthma (BPCA) Project Team including the development, implementation and evaluation of BPCA-related Continuous Quality Improvement (CQI) processes and interventions.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The Contractor will identify and recruit a dedicated Asthma Project Leader (APL) who is an MD, NP or PA at the clinic no later than 03/31/06.	1-1.1 The BPCA APL will begin BPCA outlined activities no later than 4/1/06 including attendance at the BPCA Orientation and Training Meetings.	3/1/06 – 4/1/06	1-1.1 Documentation of outlined activities in monthly reports and attendance at the BPCA Orientation and Training Meetings in meeting minutes.
2. The APL will provide leadership and coordinate all BPCA-related CQI processes and all BPCA-related interventions and activities.	1-2.1 APL will participate in all BPCA-related trainings, site-visits, teleconferences the development of all project-related reports and provides leadership to all BPCA activities.	3/1/06 – 06/30/06  3/1/06 – 06/30/06  3/1/06 – 06/30/06	1-2.1a Documentation of attendance at in-person trainings and site visits and monthly teleconferences in meeting minutes and sign in sheets.  1-2.1b Documentation of APL leadership at on-site CQI meetings in meeting agendas and minutes.  1-2.1c Timely completion and submission of monthly progress reports to BPCA Program Staff.
3. The Contractor will identify and employ a fulltime BPCA Asthma Coordinator (AC) no later than 03/31/06.	1-3.1 The BPCA AC will begin BPCA activities no later than 4/1/06, including attendance at the BPCA Orientation and Training Meetings.	3/1/06 – 3/31/06	1-3.1 Documentation of outlined activities in monthly reports and attendance at the BPCA Orientation and Training Meetings in meeting minutes.



**Exhibit A**  
**Scope of Work**  
**Year 1**  
**03/01/06 – 06/30/06**

**Goal 1: Clinic administration will actively support the clinic-based Best Practices in Childhood Asthma (BPCA) Project Team including the development, implementation and evaluation of BPCA-related Continuous Quality Improvement (CQI) processes and interventions.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
4. The AC will coordinate all BPCA-related CQI interventions and activities as directed by the APL.	1-4.1 AC will support the APL in ensuring that all team members receive CQI team meeting agendas, minutes, monthly reports and BPCA feedback from monthly reports in a timely fashion. AC will support the APL in ensuring monthly progress on CQI interventions and activities.	3/1/06 – 6/30/06	1-4.1a Documentation of attendance at in-person trainings and site visits and monthly teleconferences in BPCA meeting minutes and reports.
		3/1/06 – 6/30/06	1-4.1b Documentation in meeting agendas and minutes of the AC provision of support to and active participation in on-site CQI meetings.
		3/1/06 – 6/30/06	1-4.1c Timely completion and submission of monthly progress reports to BPCA Program Staff.
5. The Contractor will inform the BPCA APL, the AC, and the Clinic Administrator of their roles and responsibilities regarding this project. The designated staff will agree to carry out these roles and responsibilities.	1-5.1 Each of the designated staff (and Executive Director of fiscal agency if the clinic is not the Contractor) will sign and abide by the BPCA Roles and Responsibilities document (Exhibit A, Attachment I).	4/1/06 – 6/30/06	1-5.1 Signed Roles and Responsibilities document submitted to BPCA Program team within 30 days of assuming the position.
6. The Contractor will submit invoices per DHS protocol.	1-6.1 Contractor's responsible budget personnel will coordinate and submit BPCA invoices to DHS per protocol.	3/1/06 – 6/30/06	1-6.1 Timely submission of invoices per DHS protocol.
7. APL and AC will be given time to take the Better Asthma Care online training at <a href="http://www.betterasthmacare.org">www.betterasthmacare.org</a> by 03/31/06.	1-7.1 APL and AC will schedule online training and appropriately schedule administrative time to participate in training.	3/1/06 – 3/31/06	1-7.1 Successful completion of the Better Asthma Care online training per self report in monthly report no later than 4/1/06.

**Exhibit A**  
Scope of Work  
Year 1  
03/01/06 – 06/30/06

**Goal 1: Clinic administration will actively support the clinic-based Best Practices in Childhood Asthma (BPCA) Project Team including the development, implementation and evaluation of BPCA-related Continuous Quality Improvement (CQI) processes and interventions.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
8. The Contractor will ensure BPCA staff positions are filled throughout the duration of the project.	1-8.1 The Contractor will fill vacant key positions (i.e., the APL and AC) per BPCA protocol within 30 days of a vacancy, and ensure that replacement staff are oriented to their positions.	5/1/06 – 6/30/06  5/1/06 – 6/30/06  5/1/06 – 6/30/06  5/1/06 – 6/30/06	1-8.1a Signed Roles and Responsibilities document submitted to BPCA Program team within 30 days of assuming the position. 1-8.1b Successful completion of the Better Asthma Care online training per self-report in monthly report within 30 days of assuming the position. 1-8.1c Successful completion of a BPCA program orientation with BPCA program team within 30 days of assuming the position as documented in the following monthly report. 1-8.1d Documentation of outlined activities in monthly reports and attendance at the BPCA Training Meetings in meeting minutes.



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03/01/06 – 06/30/06

**Goal 2: The Contractor will meet patient enrollment and data collection requirements.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The Contractor will recruit and enroll 60 children (0-18 years of age) for participation in the evaluation portion of the BPCA project, no later than 06/30/06. A total of 80 children to be enrolled between 4/1/06 and 8/31/06.	2-1.1 AC will recruit and enroll 60 children (0-18 years of age) via in-reach, outreach and provider referral for participation in the BPCA project using the BPCA Patient Interview Form – Long version and the Asthma Coordinator Encounter Log provided by the BPCA Program team.	3/01/06 – 6/30/06	2-1.1 Timely submission of BPCA program data to BPCA Program Team per BPCA protocol.
2. The AC will obtain and secure assent and/or informed consent for all 60 patients enrolled in the evaluation portion of the BPCA Project. (A total of 80 children to be consented between 4/1/06 and 8/31/06.)	2-2.1 As part of BPCA enrollment, the AC will educate and inform all BPCA eligible children/families about the BPCA program and how their interview data will be used. The AC will ensure that all children /families enrolled in BPCA have agreed to take part in BPCA by securing of assent and/or informed consent using the BPCA consent and assent forms provided by the BPCA Program Team.	3/15/06 – 6/30/06	2-2.1 Signed informed consent for all children, using the BPCA consent and assent forms provided by the BPCA Program Team, maintained on file at the clinic for BPCA Program Team review.
3. The AC will collect patient interviews and quality of life surveys, as instructed by BPCA Program Team, from all enrolled patients at baseline.	2-3.1 AC will collect patient interviews using the BPCA Patient Interview Form – Long version and Juniper quality of life surveys from all enrolled patients at baseline.	3/15/06 – 6/30/06	2-3.1 Patient interviews, quality of life surveys conducted by AC for all patients enrolled at baseline and submitted to the BPCA Program Team per BPCA protocol.

**Exhibit A**  
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**Goal 2: The Contractor will meet patient enrollment and data collection requirements.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
4. The Contractor will collect and submit baseline chart review data, as instructed by the BPCA Program Team, on 40 randomly selected patients at baseline.	2-4.1 Contractor will submit a list of all children (0-18 years old - patient identifiers removed) seen for asthma at least once at the BPCA clinic(s) between 01/01/05-12/31/05.	3/15/06 – 6/30/06	2-4.1 Contractor will submit population list to BPCA Program Team within 2 weeks of contract execution.
	2-4.2 APL and AC to coordinate collection and submission of baseline chart review data on 40 randomly selected patients using the BPCA Chart Review Tool at baseline.	3/15/06 – 6/30/06	2-4.2 Chart review data on 40 randomly selected patients collected and submitted using the BPCA Chart Review Tool at baseline and submitted to BPCA Program Team no later than 06/30/06.
5. AC(s) will establish care with at least 60 BPCA eligible children with asthma in the first 4 months of the project period and at least 250 BPCA eligible children with asthma over the duration of the project period.	2-5.1 AC will enroll and provide education and referral services to at least 60 children with asthma in the first 4 months of the project period and at least 250 children with asthma over the duration of the project.	3/15/06 – 6/30/06	2-5.1 AC will provide monthly BPCA enrollment numbers to BPCA Program Team via monthly progress report.
6. AC will maintain appropriate and timely contact with BPCA enrolled patient/families.	2-6.1 BPCA AC will continue to complete Activity Logs as directed by BPCA Program Team.	3/15/06 – 6/30/06	2-6.1 Activity Log maintained by AC and submitted to BPCA Program Team with the monthly progress report.
7. The Contractor will keep BPCA project information confidential with access limited to BPCA Project Team members.	2-7.1 The Contractor will designate and maintain a secure filing cabinet, and implement a filing system with only BPCA Project APL and AC having access to cabinet.	3/15/06 – 6/30/06	2-7.1 Maintenance of project related data in a secured/locked filing cabinet with access limited to BPCA Project Team members as assessed by BPCA Program Team upon first site visit.
8. The Contractor will comply with the Health Insurance Portability and Accountability Act (HIPAA) requirements when transferring data to BCPA Program Team.	2-8.1 The Contractor will abide by HIPAA requirements and will transfer data that does not include unique patient identifying information to BPCA Program Team.	3/1/06 – 6/30/06	2-8.1 Submission of HIPAA-compliant data to BPCA Program Team via BPCA protocol.



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**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The Contractor will establish an operational model utilizing an AC who offers and supports BPCA-related services at no more than two clinics during the project period.	3-1.1 AC role will be integrated into participating clinic locations; AC will offer and support BPCA-related services throughout the duration of the project.	3/1/06 – 6/30/06	3-1.1 Documentation of AC integration and support services in the monthly progress reports.
2. Contractor will support and reinforce the use of the National Asthma Education and Prevention Program (NAEPP) Asthma Guidelines for the diagnosis and management of their children who have asthma.	3-2.1 The Executive Director, BPCA APL, BPCA AC and BPCA Project Team will support and reinforce the use of NAEPP Asthma Guidelines for the diagnosis and management of children with asthma.	3/1/06 – 6/30/06	3-2.1 Documentation in monthly reports of as needed education for providers re: NAEPP Asthma Guidelines and childhood asthma diagnosis and management topics.
3. The Contractor will establish a multidisciplinary BPCA Project Team to implement CQI activities.	3-3.1 Develop a multi-disciplinary, clinic-based BPCA Project Team with members from participating clinics involved with the provision of care to children with asthma (0-18 years old) that meets at least monthly.	3/1/06 – 3/15/06 3/1/06 – 6/30/06	3-3.1a BPCA Project Team members designated and oriented to project by 3/15/06 3-3.1b Documentation in monthly progress reports of initial BPCA Project Team meeting held 4/1/06 and ongoing monthly team meetings.
4. The APL will be an active and integrated member of the clinic-based BPCA Project Team, which plans, leads and facilitates CQI meetings during the project period.	3-4.1 BPCA APL will create agendas, lead the discussion and facilitate the decision making process at BPCA CQI team meetings.	3/1/06 – 6/30/06	3-4.1 Documentation of compliance with agreed upon tasks and activities in monthly progress reports, meeting agendas and minutes.

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**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
5. The APL will establish and maintain clinic-wide healthcare provider and administrative acceptance and support for BPCA-related CQI interventions and related changes in the care process for children with asthma.	3-5.1 Asthma education and information re: BPCA Project CQI interventions will be provided to clinic administration, healthcare providers and staff, during monthly all-staff meetings, monthly provider meetings and as needed to promote support of BPCA-related CQI interventions	3/1/06 – 6/30/06	3-5.1 Documentation of BPCA Project CQI-related communication to inform and promote administrative and staff buy-in of project activities in monthly progress reports.
6. The AC will be an active and integrated member of the clinic-based CQI team who provides ongoing support and coordination to CQI meetings during the project period.	3-6.1 AC will attend and actively participate in clinic-based CQI team meetings by contributing information, ideas and feedback regarding the care of children with asthma.	3/1/06 – 6/30/06	3-6.1 Documentation of compliance with agreed upon tasks and activities in monthly progress reports, meeting agendas and minutes.
7. The AC will be actively involved in BPCA Project-related activities that have measurable indicators directly related to CQI interventions and at least indirectly related to BPCA outcomes. <i>Note: Not all BPCA-related CQI interventions require an AC activity, but all AC activities should be at least indirectly related to a BPCA outcome.</i>	3-7.1 AC will be involved in all BPCA project-related activities with measurable indicators directly related to CQI interventions and BPCA outcomes.	3/1/06 – 6/30/06	3-7.1 Documentation in monthly progress reports of progress on measurable indicators that are directly related to CQI interventions and BPCA outcomes.



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03/01/06 – 06/30/06

**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
8. The APL will, in collaboration with AC, ensure that communication and coordination of information collected at home visits, clinic visits or through community outreach are provided to the child's healthcare provider and incorporated into a patient plan of care and/or BPCA-related CQI plans for all children with asthma, <i>when applicable</i> .	3-8.1 APL and AC will establish and maintain a system of communication and coordination of information collected by AC at home visits and/or clinic visits to the child's health care provider and will incorporate this information into the patient plan of care and/or BPCA-related CQI plans for children with asthma.	3/1/06 – 6/30/06	3-8.1 Documentation of APL and AC system of communication and coordinated information plan in the monthly report submitted on 4/1/06.
	3-8.2 APL and AC will establish and maintain weekly meetings; and meetings/communication as needed throughout the BPCA Project period to ensure effective coordination of care for children with asthma	3/1/06 – 6/30/06	3-8.2 Documentation of plan for APL and AC weekly meeting date/time in monthly report submitted on 4/1/06.
9. The BPCA Project Team will apply changes to the system of care based on the information gained through specific measurable indicators of BPCA Project related CQI interventions and AC activities.	3-9.1 Information/data gained through specific measurable indicators of BPCA project-related CQI interventions and AC activities will be reviewed, analyzed and used to change Contractor's systems of care.	3/1/06 – 6/30/06	3-9.1 Documentation of progress on BPCA Project Team CQI interventions with measurable indicators in monthly progress reports.
10. Contractor will apply effective BPCA CQI interventions to the entire childhood asthma clinic(s) population (if more than one clinic is involved).	3-10.1 BPCA CQI interventions will be applied to all children with asthma at the BPCA clinic(s).	4/1/06 – 6/30/06	3-10.1 Documentation of BPCA CQI interventions application to all children with asthma in monthly progress reports.
	3-10.2 BPCA-related CQI interventions will be directly related to BPCA outcomes.	4/1/06 – 6/30/06	3-10.2 Documentation of BPCA-related CQI interventions that are directly related to BPCA outcomes in monthly progress reports.



**Exhibit A**  
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**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
11. BPCA-related CQI interventions and processes will have objectively measurable indicators that will directly impact BPCA outcomes, accurately track intermediate steps toward a goal and are thoroughly tested prior to dissemination.	3-11.1 BPCA Project Team will work with BPCA Program Team to develop CQI interventions and processes with objectively measurable indicators that will directly impact BPCA outcomes, track intermediate steps and be thoroughly tested, using CQI methodology, before dissemination.	4/1/06 – 6/30/06  4/1/06 – 6/30/06	3-11.1 BPCA-related CQI interventions and processes will be tracked and documented in monthly progress reports.  3-11.2 BPCA-related CQI interventions will be thoroughly tested, using CQI methodology, prior to dissemination and documented in monthly progress reports.

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**Goal 4: The Contractor will comply with BPCA meeting and reporting requirements.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. Contractor will ensure participation by the APL and AC at all BPCA-related trainings, meetings, monthly/scheduled teleconferences and site visits.	4-1.1 APL and AC will attend and participate in all BPCA-related trainings, meetings, monthly/scheduled teleconferences and site visits.	3/1/06 – 6/30/06	4-1.1 Documentation of APL and AC attendance and participation at all BPCA-related trainings, meetings, monthly/scheduled teleconferences and site visits noted in meeting minutes and reports.
2. Monthly progress reports on all BPCA-related CQI interventions and AC activities will be submitted to the BPCA Program team using the BPCA monthly progress report template developed by the BPCA Program Team.	4-2.1 APL will develop, sign and submit written monthly progress reports on all BPCA-related CQI interventions and AC activities to BPCA Program staff using the BPCA monthly progress report template.	3/1/06 – 6/30/06  3/1/06 – 6/30/06	4-2.1 Monthly progress reports re: all BPCA-related CQI interventions and AC activities will be completed and submitted in a timely manner to BPCA Program Team on BPCA monthly progress report template.  4-2.2 Monthly progress reports will be developed and signed by APL prior to submission.
3. All BPCA Project Team members (and other health care providers, as appropriate) will be informed of and utilize the monthly written feedback given by the BPCA Program Team.	4-3.1 APL will communicate the monthly written feedback (given by the BPCA Program Team) to all BPCA Project Team members and other health care providers and staff, as needed. 4-3.2 BPCA Project Team will utilize written feedback to improve BPCA Project related activities and interventions.	3/1/06 – 6/30/06  3/1/06 – 6/30/06	4-3.1 Communication of written feedback from BPCA Program Team to BPCA Project Team regarding recommended changes will be documented in monthly progress notes.  4-3.2 Monthly progress notes will document BPCA project team consideration of and response to BPCA Program Team feedback regarding BPCA Project related activities and interventions.
4. The APL will provide oversight to the activities of the AC.	4-4.1 APL will provide leadership, supervision and support for AC via weekly in-person meetings, and ongoing communication.	3/1/06 – 6/30/06	4-4.1 Documentation of plan for APL and AC weekly meeting date/time and other systems of communication in monthly report submitted on 4/1/06.

**Exhibit A**  
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**03/01/06 – 06/30/06**

**Goal 5: The Contractor will implement comprehensive patient/family asthma education utilizing the Asthma Coordinator**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The Contractor will use asthma education curricula and educational tools that are culturally and linguistically appropriate and are consistent with recommendations in the NAEPP's <i>Asthma Guidelines</i> and <i>Key Clinical Activities for Quality Asthma Care</i> documents.	5-1.1 Contractor will develop or adopt and provide culturally and linguistically appropriate, NAEPP <i>Asthma Guidelines</i> -based asthma education curricula and educational tools.	4/1/06  5/1/06 – 6/30/06	5-1.1a Written overview of educational curricula utilizing asthma educational materials/tools consistent with NAEPP's <i>Asthma Guidelines</i> and <i>Key Clinical Activities for Quality Asthma Care</i> documents will be submitted to BPCA Program Team.  5-1.1b If the curriculum is modified, the BPCA Project Team will submit a copy of the revised educational curricula no later than 30 days following revisions.
2. The Contractor will use an appropriate method to determine a patient/family's educational needs and understanding of the education provided, as well as assessing further needs.	5-2.1 The AC will conduct initial patient and family interviews, which will include an assessment of educational needs.	4/1/06  5/1/06 – 6/30/06	5-2.1a A description of the methodology used to assess and provide patient/family asthma education will be submitted to BPCA Program Team.  5-2.1b The BPCA Project Team will submit a description of changes to methodology to the BPCA Program Team no later than 30 days following any revisions.
3. The Contractor will provide culturally and linguistically appropriate education materials to children/families with asthma.	5-3.1 Culturally and linguistically-appropriate asthma education materials will be provided for children/families with asthma by AC and other health care providers.	4-1-06  3/1/06 – 6/30/06	5-3.1a The Contractor will provide copies of the culturally and linguistically appropriate asthma education materials used with patients/families to the BPCA Program Team.  5-3.1b If the materials are modified, the BPCA Project Team will submit a copy of the revised educational materials to the BPCA Program Team no later than 30 days following any revisions.



**Exhibit A**  
**Scope of Work**  
**Year 1**  
**03/01/06 – 06/30/06**

**Goal 5: The Contractor will implement comprehensive patient/family asthma education utilizing the Asthma Coordinator**

4. The Contractor will document type of education provided, patient/family understanding of the education provided and necessary reinforcement of educational principles and follow-up steps.	5-4.1 BPCA AC will document education provided and assessment of need for further education/reinforcement to patient/family and their health care provider.	4/1/06  3/1/06 – 6/30/06	5-4.1a BPCA Project Team will submit a copy of the template used to document and communicate patient education to BPCA Program Team.  5-4.1b BPCA Project Team will submit updates to template or process used for communication of education received by patient within 30 days of any revisions made to template.
5. Clinic-based health care providers and AC will communicate about education needs of patients/families.	5-5.1 BPCA Project Team will establish protocol for documentation and verbal communication of all BPCA-related patient/family health education.	3/1/06 – 4/30/06	5-5.1 Project Team will provide a copy of the protocol for documentation and verbal communication of BPCA-related patient/family health education to BPCA Program Team by 4/30/06.

**Exhibit A**  
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03/01/06 – 06/30/06

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #1: Asthma Visit Flow Sheet (AVF)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. BPCA Project Teams will use a systematic method for the development, implementation and evaluation of the Asthma Visit Flow Sheet (AVF) CQI Activity (this may include the description of a possible trial run before full implementation).	6(1)-1.1 BPCA Project Team will employ PDCA (Plan-Do-Check-Act) model for development, implementation and evaluation of the AVF CQI Activity.	3/1/06 – 6/30/06	6(1)-1.1 BPCA Project Team will document use of the PDCA cycle and progress in the development, implementation and evaluation of the AVF CQI activity in the monthly reports and submit to BPCA Program team per BPCA protocol.
	6(1)-1.2 BPCA Project Team, APL and AC will regularly consult with/report to BPCA Program Team re: PDCA process and AVF CQI activity progress.	3/1/06 – 6/30/06	6(1)-1.2 BPCA Project Team will document consultation with BPCA Program Team re: PDCA process and AVF CQI activity in the monthly reports submitted to BPCA Program team per BPCA protocol.
	6(1)-1.3 BPCA Project Teams will provide data to support the need for the AVF CQI activity and further changes as the AVF CQI activity progresses.	3/1/06 – 6/30/06	6(1)-1.3 The BPCA Project Team will document the need for AVF CQI activity and further changes based on data collected at participating clinic site in the monthly reports and submit to BPCA Program Team per BPCA protocol.

**E. it A**  
Scope of Work  
Year 1  
03/01/06 – 06/30/06

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #1: Asthma Visit Flow Sheet (AVF)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
2. All BPCA CQI Teams will use a multidisciplinary team approach to improve the quality of asthma care with the AVF CQI activity.	6(1)-2.1 Development of multi-disciplinary, clinic-based BPCA Project Team with specific staff representation to address the AVF CQI activity.	3/1/06 – 4/1/06	6(1)-2.1 BPCA Project Team Core members designation and orientation to project by APL documented in monthly progress report submitted 4/1/06.
	6(1)-2.2 APL and AC will organize and coordinate regular BPCA Project Team meetings and foster attendance of appropriate members.	4/1/06 – 6/30/06	6(1)-2.2a BPCA Project Team AVF CQI Activity members designated and oriented to project by APL as needed. Documentation of team representation in monthly progress reports.
		4/1/06 – 6/30/06	6(1)-2b Initial BPCA Project Team meeting held 4/1/06 and monthly team meetings ongoing documented in monthly progress reports.
3. The AVF CQI Activity will have reasonable and measurable outcome goal(s).	6(1)-3.1 BPCA Project Team will define and evaluate reasonable and measurable process and outcome goal(s) for the AVF CQI Activity.	4/1/06 – 6/30/06	6(1)-3.1 Documentation of defined goals for processes and outcomes and measurable progress toward goals in monthly reports submitted to BPCA Program team.
4. All BPCA Project Teams will seek input from provider/staff outside of current members of the BPCA Project Team on the development, implementation and evaluation of the AVF CQI activity.	6(1)-4.1 BPCA Project Team will identify strategies for obtaining provider/staff input (in addition to current BPCA Project Team members) re: CQI activities, implementation and evaluation.	3/1/06 – 4/1/06	6(1)-4.1 BPCA Project Team will submit a description of the strategy used to obtain provider/staff input (in addition to current BPCA Project Team members) re: CQI activities, implementation and evaluation to BPCA Program Team by 4/1/06.
	6(1)-4.2 Input from providers/staff sought and incorporated into the development, implementation and evaluation of the AVF CQI activity.	3/1/06 – 4/1/06	6(1)-4.2 Monthly progress reports will document BPCA Project Team solicitation, consideration of and response to input regarding the AVF CQI Activity.



**Exhibit A**  
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**03/01/06 – 06/30/06**

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #1: Asthma Visit Flow Sheet (AVF)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
5. All BPCA Project Teams will track outcomes over time and use the outcome data to modify/improve the AVF CQI activity as needed.	6(1)-5.1 BPCA Project Team will use chart reviews and other BPCA Project Team determined evaluation methods to monitor outcome data over time.	4/1/06 – 6/30/06	6(1)-5.1 Documentation of evaluation methods and progress toward outcomes will be provided in monthly progress reports submitted to the BPCA Program Team.

**Exhibit A**  
**Scope of Work**  
**Year 1**  
**03/01/06 – 06/30/06**

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #2: Home Environmental Assessment (HEA)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. BPCA Project Teams will use a systematic method for the development, implementation and evaluation of the Home Environmental Assessment (HEA) CQI Activity (this may include the description of a possible trial run before full implementation).	6(2)-1.1 BPCA Project Team will employ PDCA (Plan-Do-Check-Act) model for development, implementation and evaluation of the HEA CQI Activity.	3/1/06 – 6/30/06	6(2)-1.1 BPCA Project Team will document use of the PDCA cycle and progress in the development, implementation and evaluation of the HEA CQI activity in the monthly reports and submit to BPCA Program team per BPCA protocol.
	6(2)-1.2 BPCA Project Team, APL and AC will regularly consult with/report to BPCA Program Team re: PDCA process and HEA CQI activity progress.	3/1/06 – 6/30/06	6(2)-1.2 BPCA Project Team will document consultation with BPCA Program Team re: PDCA process and HEA CQI activity in the monthly reports submitted to BPCA Program team per BPCA protocol.
	6(2)-1.3 BPCA Project Teams will provide data to support the need for the HEA CQI activity and further changes as the HEA CQI activity progresses.	3/1/06 – 6/30/06	6(2)-1.3 The BPCA Project Team will document the need for the HEA CQI activity and further changes based on data collected at participating clinic site in the monthly reports and submit to BPCA Program Team per BPCA protocol.

**Exhibit A**  
Scope of Work  
Year 1  
03/01/06 – 06/30/06

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #2: Home Environmental Assessment (HEA)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
2. All BPCA Project Teams will use a multidisciplinary team approach to improve the quality of asthma care with the HEA CQI activity.	6(2)-2.1 Development of multi-disciplinary, clinic-based BPCA Project Team with specific staff representation to address the HEA CQI activity.	3/1/06 – 4/1/06	6(2)-2.1 BPCA Project Team Core members designation and orientation to project by APL documented in monthly progress report submitted 4/1/06.
	6(2)-2.2 APL and AC will organize and coordinate regular BPCA Project Team meetings and foster attendance of appropriate members.	4/1/06 – 6/30/06	6(2)-2.2a BPCA Project Team HEA CQI Activity members designated and oriented to project by APL as needed. Documentation of team representation in monthly progress reports.
		4/1/06 – 6/30/06	6(2).2b Initial BPCA Project Team meeting held 4/1/06 and monthly team meetings ongoing documented in monthly progress reports.
3. The HEA CQI Activity will have reasonable and measurable outcome goal(s).	6(2)-3.1 BPCA Project Team will define and evaluate reasonable and measurable process and outcome goal(s) for the HEA CQI Activity.	4/1/06 – 6/30/06	6(2)-3.1 Documentation of defined goals for processes and outcomes and measurable progress toward goals in monthly reports submitted to BPCA Program team.
4. All BPCA Project Teams will seek input from provider/staff outside of current members of the BPCA Project Team on the development, implementation and evaluation of the HEA CQI activity.	6(2)-4.1 BPCA Project Team will identify strategies for obtaining provider/staff input (in addition to current BPCA Project Team members) re: CQI activities, implementation and evaluation.	3/1/06 – 4/1/06	6(2)-4.1 BPCA Project Team will submit a description of the strategy used to obtain provider/staff input (in addition to current BPCA Project Team members) re: CQI activities, implementation and evaluation to BPCA Program Team by 4/1/06.
	6(2)-4-2 Input from providers/staff sought and incorporated into the development, implementation and evaluation of the HEA CQI activity.	3/1/06 – 4/1/06	6(2)-4.2 Monthly progress reports will document BPCA Project Team solicitation, consideration of and response to input regarding the HEA CQI Activity.



**Exhibit A**  
**Scope of Work**  
**Year 1**  
**03/01/06 – 06/30/06**

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #2: Home Environmental Assessment (HEA)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
5. All BPCA Project Teams will track outcomes over time and use the outcome data to modify/improve the HEA CQI activity as needed.	6(2)-5.1 BPCA Project Team will use chart reviews and other BPCA Project Team determined evaluation methods to monitor outcome data over time.	4/1/06 – 6/30/06	6(2)-5.1 Documentation of evaluation methods and progress toward outcomes will be provided in monthly progress reports submitted to the BPCA Program Team.

**Exhibit A**  
Scope of Work  
Year 2  
07/01/06 – 06/30/07

**Goal 1: Clinic administration will actively support the clinic-based BPCA Project Team including support for the development, implementation and evaluation of BPCA-related Continuous Quality Improvement (CQI) processes and interventions.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The Asthma Project Leader (APL) will continue to provide leadership and be responsible for the coordination of all BPCA-related CQI processes and all BPCA-related interventions and activities.	1-1.1 APL will continue to participate in all BPCA-related trainings, site-visits, teleconferences and development of all project-related reports and provides leadership of all BPCA activities.	7/1/06 – 6/30/07	1-1.1a Documentation of attendance at in-person trainings and site visits and monthly teleconferences in meeting minutes and sign in sheets.
		7/1/06 – 6/30/07	1-1.1b Documentation of APL leadership at on-site CQI meetings in meeting agendas and minutes.
		7/1/06 – 6/30/07	1-1.1c Timely completion and submission of monthly progress reports to BPCA Program Staff.
2. The Asthma Coordinator (AC) will continue to coordinate all BPCA-related CQI interventions and activities as directed by the APL.	1-2.1 AC will continue to support the APL in ensuring that all team members receive CQI team meeting agendas, minutes, monthly reports and BPCA feedback from monthly reports in a timely fashion. AC will support the APL in ensuring monthly progress on CQI interventions and activities.	7/1/06 – 6/30/07	1-2.1a Documentation of attendance at in-person trainings and site visits and monthly teleconferences in BPCA meeting minutes and reports.
		7/1/06 – 6/30/07	1-2.1b Documentation in meeting agendas and minutes of the AC provision of support to and active participation in on-site CQI meetings.
		7/1/06 – 6/30/07	1-2.1c Timely completion and submission of monthly progress reports to BPCA Program Staff.
3. The contractor will continue to submit invoices per DHS protocol.	1-3.1 Contractor's responsible budget personnel will continue to coordinate and submit BPCA invoices to DHS per protocol.	7/1/06 – 6/30/07	1-3.1 Timely submission of invoices per DHS protocol.

**Exhibit A**  
**Scope of Work**  
**Year 2**  
**07/01/06 – 06/30/07**

**Goal 1: Clinic administration will actively support the clinic-based BPCA Project Team including support for the development, implementation and evaluation of BPCA-related Continuous Quality Improvement (CQI) processes and interventions.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
4. The Contractor will ensure BPCA staff positions are filled throughout the duration of the project.	1-4.1 The Contractor will fill vacant key positions (i.e., the APL and AC) per BPCA protocol within 30 days of a vacancy, and ensure that replacement staff are oriented to their positions.	7/1/06 – 6/30/07  7/1/06 – 6/30/07  7/1/06 – 6/30/07	1-4.1a Signed Roles and Responsibilities document submitted to BPCA Program team within 30 days of assuming the position. 1-4.1b Successful completion of the Better Asthma Care online training per self report in monthly report within 30 days of assuming the position. 1-4.1c Documentation of outlined activities in monthly reports and attendance at the BPCA Training Meetings in meeting minutes.



**Exhibit A**  
**Scope of Work**  
**Year 2**  
**07/01/06 – 06/30/07**

**Goal 2: The Contractor will meet patient enrollment and data collection requirements.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The contractor will recruit and enroll 20 children (0-18 years of age) for participation in the evaluation portion of the BPCA project no later than 08/31/06. A total of 80 children to be enrolled between 4/1/06 and 8/31/06.	2-1.1 AC to recruit and enroll 20 children (0-18 years of age) via in-reach, outreach and provider referral for participation in the BPCA project using the BPCA Patient Interview Form – Long version and the Asthma Coordinator Encounter Log provided by the BPCA Program team.	7/01/06 – 8/31/06	2-1.1 Submission of BPCA program data to BPCA Program Team per BPCA protocol.
2. The AC will obtain and secure assent and/or informed consent for all 20 patients enrolled in the evaluation portion of the BPCA Project. (A total of 80 children to be consented between 4/1/06 and 8/31/06.)	2-2.1 As part of BPCA enrollment, the AC will educate and inform all BPCA eligible children/families about the BPCA program and how their interview data will be used. The AC will ensure that all children /families enrolled in BPCA have agreed to take part in BPCA by securing of assent and/or informed consent using the BPCA consent and assent forms provided by the BPCA Program Team.	7/01/06 – 8/31/06	2-2.1 Signed informed consent for all children using the BPCA consent and assent forms provided by the BPCA Program Team, maintained on file at the clinic for BPCA Program Team review.
3. The AC, will collect one year follow-up patient interviews and quality of life surveys, as instructed by BPCA Program Team, from the 60 originally enrolled patients at baseline. A total of 80 one year follow-up interviews to be conducted between 4/1/07 and 8/31/07.	2-3.1 AC will collect patient interviews using the BPCA Patient Interview Form – Long version and Juniper quality of life surveys from all enrolled patients at baseline.	4/1/07 – 6/30/07	2-3.1 Patient interviews, quality of life surveys conducted by AC for all patients enrolled at baseline and submitted to the BPCA Program Team per BPCA protocol.

**E. it A**  
Scope of Work  
Year 2  
07/01/06 – 06/30/07

**Goal 2: The Contractor will meet patient enrollment and data collection requirements.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
4. The Contractor will collect and submit one year follow-up chart review data on 40 randomly selected patients as instructed by the BPCA Program Team.	2-4.1 Contractor will submit a list of all children (0-18 years old - patient identifiers removed) seen for asthma at least once at the BPCA clinic(s) between 01/01/06-12/31/06.	3/15/07 – 6/30/07	2-4.1 Contractor will submit population list to BPCA Program Team within 2 weeks of request.
	2-4.2 APL and AC to coordinate collection and submission of 1-year follow-up chart review data on 40 randomly selected patients using the BPCA Chart Review Tool at baseline.	3/15/07 – 6/30/07	2-4.2 One-year follow-up Chart review data on 40 randomly selected patients collected and submitted using the BPCA Chart Review Tool submitted to BPCA Program Team no later than 06/30/07.
5. AC(s) will continue to establish care with at least 250 BPCA eligible children with asthma over the 3-year project period.	2-5.1 AC will continue to enroll and provide education and referral services to at least 250 children with asthma over the duration of the project.	7/1/06 – 6/30/07	2-5.1 AC will provide monthly BPCA enrollment numbers to BPCA Program Team via monthly progress report.
6. AC will continue to maintain appropriate and timely contact with BPCA enrolled patient/families.	2-6.1 BPCA AC will continue to complete Activity Logs as directed by BPCA Program Team.	7/1/06 – 6/30/07	2-6.1 Activity Log maintained by AC and submitted to BPCA Program Team with the monthly progress report.
7. The contractor will keep BPCA project information confidential with access limited to BPCA Project Team members.	2-7.1 The contractor will maintain secure filing cabinet, and filing system with only BPCA Project APL and AC having access to cabinet.	7/1/06 – 6/30/07	2-7.1 Maintenance of project related data in a secured/locked filing cabinet with access limited to BPCA Project Team members as assessed by BPCA Program Team upon first site visit.
8. The contractor will continue to comply with the Health Insurance Portability and Accountability Act (HIPAA) requirements when transferring data to BPCA Program Team.	2-8.1 BPCA clinic(s) will continue to abide by HIPAA requirements and will transfer data that does not include unique patient identifying information to BPCA Program Team.	7/1/06 – 6/30/07	2-8.1 Submission of HIPAA-compliant project data to BPCA Program Team via BPCA protocol.



**Exhibit A**  
Scope of Work  
Year 2  
07/01/06 – 06/30/07

**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The contractor will continue to utilize an operational model that employs the incorporation of an AC who offers and supports BPCA-related services at no more than two clinics during the project period.	3-1.1 AC role will continue to be integrated into the BPCA clinic(s) at participating clinic locations; AC will offer and support BPCA-related services at the BPCA Clinic(s) throughout the 2.5 year project period.	7/1/06 – 6/30/07	3-1.1 Documentation of AC integration and support services in the monthly progress reports.
2. Contractor will continue to support and reinforce the use of the National Asthma Education and Prevention Program (NAEPP) Asthma Guidelines for the diagnosis and management of their children who have asthma.	3-2.1 The Executive Director, BPCA APL, BPCA AC and BPCA Project Team will continue to support and reinforce the use of NAEPP Asthma Guidelines in diagnosis and management of children with asthma.	7/1/06 – 6/30/07	3-2.1 Documentation in monthly reports of as needed education for providers re: NAEPP Guidelines and asthma diagnosis and management topics.
3. The contractor will continue to utilize a multidisciplinary BPCA Project Team to implement CQI activities.	3-3.1 Maintain a multi-disciplinary, clinic-based BPCA Project Team with members from participating clinics involved with the provision of care to children with asthma (0-18 years old) that meets at least monthly.	7/1/06 – 6/30/07	3-3.1 Documentation in monthly progress reports of ongoing monthly team meetings.
4. The APL will continue to be an active and integrated member of the clinic-based BPCA Project Team which plans, leads and facilitates CQI meetings during the project period.	3-4.1 BPCA APL will continue to create agendas, lead the discussion and facilitate the decision making process at the BPCA clinic(s) CQI team meetings.	7/1/06 – 6/30/07	3-4.1 Documentation of compliance with agreed upon tasks and activities in monthly progress reports, meeting agendas and minutes.



Exhibit A  
Scope of Work  
Year 2  
07/01/06 – 06/30/07

**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
5. The APL will continue to maintain clinic-wide healthcare provider and administrative acceptance and support for BPCA-related CQI interventions and related changes in the care process for children with asthma.	3-5.1 Asthma education and information re: BPCA Project CQI interventions will continue to be provided to the BPCA clinic(s)' administration, healthcare providers and staff, during monthly all-staff meetings, monthly provider meetings and as needed to promote support of BPCA-related CQI interventions.	7/1/06 – 6/30/07	3-5.1 Documentation of BPCA project CQI-related communication to inform and promote administrative and staff buy-in of project activities in monthly progress reports.
6. The AC will continue to be an active and integrated member of the clinic-based CQI team who provides ongoing support and coordination to CQI meetings during the project period.	3-6.1 AC will continue to attend and actively participate in clinic-based CQI team meetings by contributing information, ideas and feedback regarding the care of children with asthma.	7/1/06 – 6/30/07	3-6.1 Documentation of compliance with agreed upon tasks and activities in monthly progress reports, meeting agendas and minutes.
7. The AC will continue to be actively involved in BPCA Project-related activities that have measurable indicators directly related to CQI interventions and at least indirectly related to BPCA outcomes. <i>Note: Not all BPCA-related CQI interventions require an AC activity, but all AC activities should be at least indirectly related to a BPCA outcome.</i>	3-7.1 AC will continue to be involved in all BPCA project-related activities with measurable indicators directly related to CQI interventions and BPCA outcomes.	7/1/06 – 6/30/07	3-7.1 Documentation in monthly progress reports of progress on measurable indicators that are directly related to CQI interventions and BPCA outcomes.

**Exhibit A**  
Scope of Work  
Year 2  
07/01/06 – 06/30/07

**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
8. The APL, in collaboration with AC, will continue to ensure that communication and coordination of information collected at home visits, clinic visits or through community outreach are provided to the child's healthcare provider and incorporated into a patient plan of care and/or BPCA-related CQI plans for all children with asthma, <i>when applicable</i> .	3-8.1 APL and AC will maintain a system of communication and coordination of information collected by AC at home visits and/or clinic visits and will incorporate this information into the patient plan of care and/or BPCA-related CQI plans for children with asthma. 3-8.2 APL and AC will maintain weekly meetings; and meetings/communication as needed throughout the BPCA Project period to ensure effective coordination of care for children with asthma.	7/1/06 – 6/30/07  7/1/06 – 6/30/07	3-8.1 Progress in use of system to incorporate information collected by AC at home visits and/or clinic visits into the patient plan of care and/or BPCA-related CQI plans for children with asthma will be documented in monthly reports per BPCA protocol.  3-8.2 Progress in use of system of communication between providers and AC will be documented in monthly reports per BPCA protocol.
9. The BPCA Project Team will continue to apply changes to the system of care based on the information gained through specific measurable indicators of BPCA Project related CQI interventions and AC activities.	3-9.1 Information/data gained through specific measurable indicators of BPCA project-related CQI interventions and AC activities will continue to be reviewed, analyzed and used to change systems of care at the BPCA clinic(s).	7/1/06 – 6/30/07	3-9.1 Documentation of progress on BPCA Project Team CQI interventions with measurable indicators in monthly progress reports.
10. Contractor will apply effective BPCA CQI interventions to the entire childhood asthma clinic(s) population (if more than one clinic is involved).	3-10.1 BPCA CQI interventions will continue to be applied to all children with asthma at the BPCA clinic(s) 3-10.2 BPCA-related CQI interventions are directly related to BPCA outcomes.	7/1/06 – 6/30/07  7/1/06 – 6/30/07	3-10.1 Documentation of BPCA CQI interventions application to all children with asthma in monthly progress reports. 3-10.2 Documentation of BPCA-related CQI interventions that are directly related to BPCA outcomes in monthly progress reports.

Exhibit A  
Scope of Work  
Year 2  
07/01/06 – 06/30/07

**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
11. BPCA-related CQI interventions and processes will continue to have objectively measurable indicators that will directly impact BPCA outcomes, accurately track intermediate steps toward a goal and are thoroughly tested prior to dissemination.	3-11.1 BPCA Project Team will continue to work with BPCA Program Team to develop CQI interventions and processes with objectively measurable indicators that will directly impact BPCA outcomes, track intermediate steps and be thoroughly tested, using CQI methodology, before dissemination.	7/1/06 – 6/30/07  7/1/06 – 6/30/07	3-11.1a BPCA-related CQI interventions and processes will be tracked and documented in monthly progress reports. 3-11.1b BPCA-related CQI interventions will be thoroughly tested, using CQI methodology, prior to dissemination and documented in monthly progress reports.



**Exhibit A**  
**Scope of Work**  
**Year 2**  
**07/01/06 – 06/30/07**

**Goal 4: The Contractor will comply with BPCA meeting and reporting requirements.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. Contractor will continue to ensure participation by the APL and AC at all BPCA-related trainings, meetings, monthly/scheduled teleconferences and site visits.	4-1.1 APL and AC will continue to attend and participate in all BPCA-related trainings, meetings, monthly/scheduled teleconferences and site visits.	7/1/06 – 6/30/07	4-1.1 Documentation of APL and AC attendance at all BPCA related trainings, meetings, monthly/scheduled teleconferences and site visits documented in meeting minutes and reports.
2. Monthly progress reports on all BPCA-related CQI interventions and AC activities will continue to be submitted to the BPCA Program team using the BPCA monthly progress report template developed by the BPCA Program Team.	4-2.1 APL will continue to develop, sign and submit written monthly progress reports on all BPCA-related CQI interventions and AC activities to BPCA Program staff using the BPCA monthly progress report template.	7/1/06 – 6/30/07  7/1/06 – 6/30/07	4-2.1a Monthly progress reports re: all BPCA-related CQI interventions and AC activities will be completed and submitted to BPCA Program Team (on BPCA monthly progress report template) no later than the agreed upon submission date.  4-2.1b Monthly progress reports will be developed and signed by APL prior to submission.
3. All BPCA Project Team members (and other health care providers, as appropriate) will continue to be informed of and utilize the monthly written feedback given by the BPCA Program Team.	4-3.1 APL will continue to communicate the monthly written feedback (given by the BPCA Program Team) to all BPCA Project Team members and other health care providers and staff, as needed. 4-3.2 BPCA Project Team will continue to utilize written feedback to improve BPCA Project related activities and interventions.	7/1/06 – 6/30/07  7/1/06 – 6/30/07	4-3.1 Communication of written feedback from BPCA Program Team to BPCA Project Team regarding recommended changes will be documented in monthly progress notes.  4-3.2 Monthly progress notes will document BPCA project team consideration of and response to BPCA Program Team feedback regarding BPCA Project related activities and interventions.
4. The APL will continue to provide oversight to the activities of the AC.	4-4.1 APL will continue to provide leadership, supervision and support for AC via weekly in-person meetings, and ongoing communication.	7/1/06 – 6/30/07	4-4.1 Progress in use of system of communication between providers and AC will be documented in monthly reports per BPCA protocol.

**Exhibit A**  
**Scope of Work**  
**Year 2**  
**07/01/06 – 06/30/07**

**Goal 5: The Contractor will implement comprehensive patient/family asthma education utilizing the Asthma Coordinator**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The Contractor will continue to use asthma education curricula and educational tools that are culturally and linguistically appropriate and are consistent with recommendations in the NAEPP's <i>Asthma Guidelines</i> and <i>Key Clinical Activities for Quality Asthma Care</i> documents.	5-1.1 The Contractor will continue to provide culturally and linguistically appropriate NAEPP <i>Asthma Guidelines</i> -based asthma education curricula and educational tools.	7/1/06 – 6/30/07	5-1.1 Modifications/revisions to written overview of educational curricula utilizing asthma educational materials/tools consistent with NAEPP <i>Asthma Guidelines</i> and <i>Key Clinical Activities for Quality Asthma Care</i> (originally submitted to BPCA Program Team by 4/1/06) will be submitted to BPCA Program team no later than 30 days following revisions.
2. The Contractor will continue to use an appropriate method to determine a patient/family's educational needs and understanding of the education provided, as well as assessing further needs.	5-2.1 The AC will continue to conduct initial patient and family interviews, which will include an assessment of educational needs.	7/1/06 – 6/30/07	5-2.1 The BPCA Project Team will submit a description of changes to patient/family asthma education methodology (originally submitted 4/1/06) no later than 30 days following any revisions.
3. The Contractor will continue to provide culturally and linguistically appropriate education to patients/families with asthma.	5-3.1 Culturally and linguistically-appropriate asthma education materials will continue to be provided for children/families with asthma by AC and other health care providers.	7/1/06 – 6/30/07	5-3.1 Modifications/revisions to the culturally and linguistically appropriate patient/family asthma education submitted 4/1/06 will be submitted to BPCA Program Team no later than 30 days following any revisions.
4. The Contractor will continue to document type of education provided, patient/family understanding of the education provided and necessary reinforcement of educational principles and follow-up steps.	5-4.1 BPCA AC will continue to document education provided and assessment of need for further education/reinforcement to patient/family and their healthcare provider.	7/1/06 – 6/30/07	5-4.1 BPCA Project Team will submit updates to template or process used for communication of education received by patient within 30 days of any revisions made to template.
5. Clinic-based health care providers and AC will continue to communicate about education needs of patients/families.	5-5.1 BPCA Project Team will maintain protocol for documentation and verbal communication of all BPCA-related patient/family health education.	7/1/06 – 6/30/07	5-5.1 Confirmation of communications utilizing the protocol for documentation and verbal communication of BPCA-related patient/family health education will be documented in monthly progress reports.



Exhibit A  
Scope of Work  
Year 2  
07/01/06 – 06/30/07

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #1: Asthma Visit Flow Sheet (AVF)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The BPCA Project Team will continue to use a systematic method for the development, implementation and evaluation of the Asthma Visit Flow Sheet (AVF) CQI Activity (this may include the description of a possible trial run before full implementation).	6(1)-1.1 BPCA Project Team will continue to employ PDCA (Plan-Do-Check-Act) model for development, implementation and evaluation of the AVF CQI Activity. 6(1)-1.2 BPCA Project Team, APL and AC will continue to regularly consult with/report to BPCA Program Team re: PDCA process and AVF CQI activity progress. 6(1)-1.3 BPCA CQI teams will continue to provide data to support the need for the AVF CQI activity and further changes as the AVF CQI activity progresses.	7/1/06 – 6/30/07  7/1/06 – 6/30/07	6(1)-1.1 and 6(1)-1.2 BPCA Project Team will document use of the PDCA cycle and progress in the development, implementation and evaluation of the AVF CQI activity in the monthly reports and submit to BPCA Program team per BPCA protocol.  6(1)-1.3 The BPCA Project Team will document the need for the AVF CQI activity and further changes based on data collected at participating clinic site in the monthly reports and submit to BPCA Program Team per BPCA protocol.
2. All BPCA Project Teams will continue to use a multidisciplinary team approach to improve the quality of asthma care with the AVF CQI activity.	6(1)-2.1 Maintenance of a multi-disciplinary, clinic-based BPCA Project Team with specific staff representation to address the AVF CQI activity.  6(1)-2.2 APL and AC will continue to organize and coordinate regular BPCA Project Team meetings and foster attendance of appropriate members.	7/1/06 – 6/30/07  7/1/06 – 6/30/07	6(1)-2.1 BPCA Project Team AVF CQI Activity members designated and oriented to project by APL as needed. Documentation of team representation in monthly progress reports.  6(1)-2.2 Ongoing monthly BPCA Project Team meetings documented in monthly progress reports.
3. The AVF CQI Activity will continue to have reasonable and measurable outcome goal(s).	6(1)-3.1 BPCA Project Team will continue to define and evaluate reasonable and measurable process and outcome goal(s) for the AVF CQI Activity.	7/1/06 – 6/30/07	6(1)-3.1 Documentation of defined goals for processes and outcomes and measurable progress toward goals in monthly reports submitted to BPCA Program Team.



**Exhibit A**  
**Scope of Work**  
**Year 2**

07/01/06 – 06/30/07

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #1: Asthma Visit Flow Sheet (AVF)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
4. All BPCA Project Teams will continue to seek input from provider/staff outside of current members of the BPCA Project Team on the development, implementation and evaluation of the AVF CQI activity.	6(1)-4.1 BPCA Project Team will continue to obtain input from providers/staff and incorporate this input into the development, implementation and evaluation of the AVF CQI activity.	7/1/06 – 6/30/07	6(1)-4.1 Monthly progress reports will document BPCA Project Team solicitation, consideration of and response to input from providers and staff (in addition to current BPCA Project Team members) regarding the AVF CQI Activity.
5. All BPCA Project Teams will track outcomes over time and use the outcome data to modify/improve the AVF CQI activity as needed.	6(1)-5.1 BPCA Project Team will use chart reviews and other BPCA Project Team determined evaluation methods to monitor outcome data over time.	7/1/06 – 6/30/07	6(1)-5.1 Documentation of evaluation methods and progress toward outcomes will be provided in monthly progress reports submitted to the BPCA Program Team.

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #2: Home Environmental Assessment (HEA)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The BPCA Project Team will continue to use a systematic method for the development, implementation and evaluation of the Home Environmental Assessment (HEA) CQI Activity (this may include the description of a possible trial run before full implementation).	6(2)-1.1 BPCA Project Team will continue to employ PDCA (Plan-Do-Check-Act) model for development, implementation and evaluation of the HEA CQI Activity.	7/1/06 – 6/30/07	6(2)-1.1 and 6(2)-1.2 BPCA Project Team will document use of the PDCA cycle and progress in the development, implementation and evaluation of the HEA CQI activity in the monthly reports and submit to BPCA Program team per BPCA protocol.
	6(2)-1.2 BPCA Project Team, APL and AC will continue to regularly consult with/report to BPCA Program Team re: PDCA process and HEA CQI activity progress. 6(2)-1.3 BPCA CQI teams will continue to provide data to support the need for the HEA CQI activity and further changes as the HEA CQI activity progresses.	7/1/06 – 6/30/07	6(2)-1.3 The BPCA Project Team will document the need for the HEA CQI activity and further changes based on data collected at participating clinic site in the monthly reports and submit to BPCA Program Team per BPCA protocol.
2. All BPCA Project Teams will continue to use a multidisciplinary team approach to improve the quality of asthma care with the HEA CQI activity.	6(2)-2.1 Maintenance of a multi-disciplinary, clinic-based BPCA Project Team with specific staff representation to address the HEA CQI activity.	7/1/06 – 6/30/07	6(2)-2.1 BPCA Project Team HEA CQI Activity members designated and oriented to project by APL as needed. Documentation of team representation in monthly progress reports.
	6(2)-2.2 APL and AC will continue to organize and coordinate regular BPCA Project Team meetings and foster attendance of appropriate members	7/1/06 – 6/30/07	6(2)-2.2 Ongoing monthly BPCA Project Team meetings documented in monthly progress reports.
3. The HEA CQI Activity will continue to have reasonable and measurable outcome goal(s).	6(2)-3.1 BPCA Project Team will continue to define and evaluate reasonable and measurable process and outcome goal(s) for the HEA CQI Activity.	7/1/06 – 6/30/07	6(2)-3.1 Documentation of defined goals for processes and outcomes and measurable progress toward goals in monthly reports submitted to BPCA Program Team.

Exhibit A  
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07/01/06 – 06/30/07

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #2: Home Environmental Assessment (HEA)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
4. All BPCA Project Teams will continue to seek input from provider/staff outside of current members of the BPCA Project Team on the development, implementation and evaluation of the HEA CQI activity.	6(2)-4.1 BPCA Project Team will continue to obtain input from providers/staff and incorporate this input into the development, implementation and evaluation of the HEA CQI activity.	7/1/06 – 6/30/07	6(2)-4.1 Monthly progress reports will document BPCA Project Team solicitation, consideration of and response to input from providers and staff (in addition to current BPCA Project Team members) regarding the HEA CQI Activity.
5. All BPCA Project Teams will track outcomes over time and use the outcome data to modify/improve the HEA CQI activity as needed.	6(2)-5.1 BPCA Project Team will use chart reviews and other BPCA Project Team determined evaluation methods to monitor outcome data over time.	7/1/06 – 6/30/07	6(2)-5.1 Documentation of evaluation methods and progress toward outcomes will be provided in monthly progress reports submitted to the BPCA Program Team.



**Exhibit A**  
Scope of Work  
Year 3  
07/01/07 – 06/30/08

**Goal 1: Clinic administration will actively support the clinic-based Best Practices in Childhood Asthma (BPCA) Project Team including the development, implementation and evaluation of BPCA-related Continuous Quality Improvement (CQI) processes and interventions.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The Asthma Project Leader (APL) will continue to provide leadership and be responsible for the coordination of all BPCA-related CQI processes and all BPCA-related interventions and activities.	1-1.1 APL will continue to participate in all BPCA-related trainings, site-visits, teleconferences and development of all project-related reports and provides leadership of all BPCA activities.	7/1/07 – 6/30/08  7/1/07 – 6/30/08  7/1/07 – 6/30/08	1-1.1a Documentation of attendance at in-person trainings and site visits and monthly teleconferences in meeting minutes and sign in sheets.  1-1.1b Documentation of APL leadership at on-site CQI meetings in meeting agendas and minutes.  1-1.1c Timely completion and submission of monthly progress reports to BPCA Program Staff.
2. The Asthma Coordinator (AC) will continue to coordinate all BPCA-related CQI interventions and activities as directed by the APL.	1-2.1 AC will continue to support the APL in ensuring that all team members receive CQI team meeting agendas, minutes, monthly reports and BPCA feedback from monthly reports in a timely fashion. AC will continue to support the APL in ensuring monthly progress on CQI interventions and activities.	7/1/07 – 6/30/08  7/1/07 – 6/30/08  7/1/07 – 6/30/08	1-2.1a Documentation of attendance at in-person trainings and site visits and monthly teleconferences in BPCA meeting minutes and reports.  1-2.1b Documentation in meeting agendas and minutes of the AC provision of support to and active participation in on-site CQI meetings.  1-2.1c Timely completion and submission of monthly progress reports to BPCA Program Staff.
3. The Contractor will continue to submit invoices per DHS protocol.	1-3.1 Contractor's responsible budget personnel will continue to coordinate and submit BPCA invoices to DHS per protocol.	7/1/07 – 6/30/08	1-3.1 Timely submission of invoices per DHS protocol.

**Exhibit A**  
**Scope of Work**  
**Year 3**  
**07/01/07 – 06/30/08**

**Goal 1: Clinic administration will actively support the clinic-based Best Practices in Childhood Asthma (BPCA) Project Team including the development, implementation and evaluation of BPCA-related Continuous Quality Improvement (CQI) processes and interventions.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
4. The Contractor will ensure BPCA staff positions are filled throughout the duration of the project.	1-4.1 The Contractor will fill vacant key positions (i.e., the APL and AC) per BPCA protocol within 30 days of a vacancy, and ensure that replacement staff are oriented to their positions.	7/1/07 – 6/30/08	1-4.1a Signed Roles and Responsibilities document submitted to BPCA Program team within 30 days of assuming the position. 1-4.1b Successful completion of the Better Asthma Care online training per self report in monthly report within 30 days of assuming the position. 1-4.1c Documentation of outlined activities in monthly reports and attendance at the BPCA Training Meetings in meeting minutes.

**Exhibit A**  
Scope of Work  
Year 3  
07/01/07 – 06/30/08

**Goal 2: The Contractor will meet patient enrollment and data collection requirements.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The Contractor will collect one-year follow-up patient interviews and quality of life surveys, as instructed by BPCA Program Team, from 20 originally enrolled patients at baseline between 7/1/07 and 8/31/07. A total of 80 one-year follow-up interviews to be conducted between 4/1/07 and 8/31/07.	2-1.1 AC will collect 20 one-year follow-up patient interviews using the BPCA Patient Interview Form – Long version and Juniper quality of life surveys from all enrolled patients at baseline.	7/1/07 – 8/31/07	2-1.1 20 one-year follow-up patient interviews, quality of life surveys will be conducted by AC for patients enrolled at baseline (between 7/1/06 –8/31/06) and submitted to the BPCA Program Team per BPCA protocol.
2. The Contractor will collect two-year follow-up patient interviews and quality of life surveys, as instructed by BPCA Program Team, from the 60 patients originally enrolled at baseline.	2-2.1 AC will collect 60 two-year follow-up patient interviews using the BPCA Patient Interview Form – Long version and Juniper quality of life surveys from all patients enrolled at baseline.	4/1/08 – 6/30/08	2-2.1 60 two-year-follow-up patient interviews and quality of life surveys will be conducted by AC for all patients enrolled at baseline (between 4/1/06-6/30/06) and submitted to the BPCA Program Team per BPCA protocol.
3. The Contractor will collect and submit two-year follow-up chart review data, as instructed by the BPCA Program Team, on 40 randomly selected patients.	2-3.1 Contractor will submit a list of all children (0-18 years old - patient identifiers removed) seen for asthma at least once at the BPCA clinic(s) between 01/01/07-12/31/07.  2-3.2 APL and AC to coordinate collection and submission of two-year follow-up chart review data on 40 randomly selected patients using the BPCA Chart Review Tool.	3/15/08 – 6/30/08  3/15/08 – 6/30/08	2-3.1 Contractor will submit population list to BPCA Program Team within 2 weeks of contract execution.  2-3.2 Two-year follow-up Chart review data on 40 randomly selected patients collected and submitted using the BPCA Chart Review Tool submitted to BPCA Program Team no later than 06/30/07.
4. AC(s) will continue to establish care with at least 250 BPCA eligible children with asthma over the duration of the project.	2-4.1 AC will continue to enroll and provide education and referral services to at least 250 children with asthma over the duration of the project.	7/1/07 – 6/30/08	2-4.1 AC will provide monthly BPCA enrollment numbers to BPCA Program Team via monthly progress report.



**Exhibit A**  
**Scope of Work**  
**Year 3**  
**07/01/07 – 06/30/08**

**Goal 2: The Contractor will meet patient enrollment and data collection requirements.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
5. AC will continue to maintain appropriate and timely contact with BPCA enrolled patient/families.	2-5.1 BPCA AC will continue to complete Activity Logs as directed by BPCA Program Team.	7/1/07 – 6/30/08	2-5.1 Activity Log maintained by AC and submitted to BPCA Program Team with the monthly progress report.
6. The Contractor will continue to keep BPCA project information confidential with access limited to BPCA Project Team members.	2-6.1 The Contractor will continue to maintain secure filing cabinet, and filing system with only BPCA Project APL and AC having access to cabinet.	7/1/07 – 6/30/08	2-6.1 Maintenance of project related data in a secured/locked filing cabinet with access limited to BPCA Project Team members as assessed by BPCA Program Team upon first site visit.
7. The Contractor will continue to comply with the Health Insurance Portability and Accountability Act (HIPAA) requirements when transferring data to BCPA Program Team.	2-7.1 The BPCA clinic(s) will continue to abide by HIPAA requirements and will transfer data that does not include unique patient identifying information to BPCA Program Team.	7/1/07 – 6/30/08	2-7.1 Submission of HIPAA-compliant project data to BPCA Program Team via BPCA protocol.

**Exhibit A**  
Scope of Work  
Year 3  
07/01/07 – 06/30/08

**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The contractor will continue to utilize an operational model that employs the incorporation of an AC who offers and supports BPCA-related services at no more than two clinics during the project period.	3-1.1 AC role will continue to be integrated into the BPCA clinic at participating clinic locations; AC will offer and support BPCA-related services at the BPCA clinic(s) throughout the 2.5 year project period.	7/1/07 – 6/30/08	3-1.1 Documentation of AC integration and support services in the monthly progress reports.
2. Contractor will continue to support and reinforce the use of the National Asthma Education and Prevention Program (NAEPP) Asthma Guidelines for the diagnosis and management of their children who have asthma.	3-2.1 The Executive Director, BPCA APL, BPCA AC and BPCA Project Team will continue to support and reinforce the use of NAEPP Asthma Guidelines for diagnosis and management of children with asthma.	7/1/07 – 6/30/08	3-2.1 Documentation in monthly reports of as needed education for providers re: NAEPP Asthma Guidelines and childhood asthma diagnosis and management topics.
3. The contractor will continue to utilize a multidisciplinary BPCA Project Team to implement CQI activities.	3-3.1 Maintain a multi-disciplinary, clinic-based BPCA Project Team with members from participating clinics involved with the provision of care to children with asthma (0-18 years old) that meets at least monthly.	7/1/07 – 6/30/08	3-3.1 Documentation of ongoing monthly team meetings in monthly progress reports.
4. The APL will continue to be an active and integrated member of the BPCA clinic-based BPCA Project Team which plans, leads and facilitates CQI meetings during the project period.	3-4.1 BPCA APL will continue to create agendas, lead the discussion and facilitate the decision making process at the BPCA clinic(s)' CQI team meetings.	7/1/07 – 6/30/08	3-4.1 Documentation of compliance with agreed upon tasks and activities in monthly progress reports, meeting agendas and minutes.

**Exhibit A**  
Scope of Work  
Year 3  
07/01/07 – 06/30/08

**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
5. The APL will continue to maintain clinic-wide healthcare provider and administrative acceptance and support for BPCA-related CQI interventions and related changes in the care process for children with asthma.	3-5.1 Asthma education and information re: BPCA Project CQI interventions will continue to be provided to the BPCA clinic(s)' administration, healthcare providers and staff, during monthly all-staff meetings, monthly provider meetings and as needed to promote support of BPCA-related CQI interventions.	7/1/07 – 6/30/08	3-5.1 Documentation of BPCA project CQI-related communication to inform and promote administrative and staff buy-in of project activities in monthly progress reports.
6. The AC will continue to be an active and integrated member of the clinic-based CQI team who provides ongoing support and coordination to CQI meetings during the project period.	3-6.1 AC will continue to attend and actively participate in clinic-based CQI team meetings by contributing information, ideas and feedback regarding the care of children with asthma.	7/1/07 – 6/30/08	3-6.1 Documentation of compliance with agreed upon tasks and activities in monthly progress reports, meeting agendas and minutes.
7. The AC will continue to be actively involved in BPCA Project-related activities that have measurable indicators directly related to CQI interventions and at least indirectly related to BPCA outcomes. <i>Note: Not all BPCA-related CQI interventions require an AC activity, but all AC activities should be at least indirectly related to a BPCA outcome.</i>	3-7.1 AC will continue to be involved in all BPCA project-related activities with measurable indicators directly related to CQI interventions and BPCA outcomes	7/1/07 – 6/30/08	3-7.1 Documentation in monthly progress reports of progress on measurable indicators that are directly related to CQI interventions and BPCA outcomes.



**Exhibit A**  
**Scope of Work**  
**Year 3**  
**07/01/07 – 06/30/08**

**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
8. The APL, in collaboration with AC, will continue to ensure that communication and coordination of information collected at home visits, clinic visits or through community outreach are provided to the child's healthcare provider and incorporated into a patient plan of care and/or BPCA-related CQI plans for all children with asthma, <i>when applicable</i> .	3-8.1 APL and AC will maintain a system of communication and coordination of information collected by AC at home visits and/or clinic visits and will incorporate this information into the patient plan of care and/or BPCA-related CQI plans for children with asthma.	7/1/07 – 6/30/08	3-8.1 Progress in use of system to incorporate information collected by AC at home visits and/or clinic visits into the patient plan of care and/or BPCA-related CQI plans for children with asthma will be documented in monthly reports per BPCA protocol.
	3-8.2 APL and AC will maintain weekly meetings; and meetings/communication as needed throughout the BPCA Project period to ensure effective coordination of care for children with asthma.	7/1/07 – 6/30/08	3-8.2 Progress in use of system of communication between providers and AC will be documented in monthly reports per BPCA protocol.
9. The BPCA Project Team will continue to apply changes to the system of care based on the information gained through specific measurable indicators of BPCA Project related CQI interventions and AC activities.	3-9.1 Information/data gained through specific measurable indicators of BPCA project-related CQI interventions and AC activities will continue to be reviewed, analyzed and used to change systems of care at the BPCA clinic(s).	7/1/07 – 6/30/08	3-9.1 Documentation of progress on BPCA Project Team CQI interventions with measurable indicators in monthly progress reports.
10. Contractor will continue to apply effective BPCA CQI interventions to the entire childhood asthma clinic(s) population (if more than one clinic is involved).	3-10.1 BPCA CQI interventions will continue to be applied to all children with asthma at the BPCA clinic(s).	7/1/07 – 6/30/08	3-10.1 Documentation of BPCA CQI interventions application to all children with asthma in monthly progress reports.
	3-10.2 BPCA-related CQI interventions will continue to be directly related to BPCA outcomes.	7/1/07 – 6/30/08	3-10.2 Documentation of BPCA-related CQI interventions that are directly related to BPCA outcomes in monthly progress reports.

**Exhibit A**  
**Scope of Work**  
**Year 3**  
**07/01/07 – 06/30/08**

**Goal 3: The Contractor will actively promote and comply with CQI principles in the development, implementation, evaluation and revision of three BPCA-related interventions and activities.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
11. BPCA-related CQI interventions and processes will continue to have objectively measurable indicators that will directly impact BPCA outcomes, accurately track intermediate steps toward a goal and are thoroughly tested prior to dissemination.	3-11.1 BPCA Project Team will continue to work with BPCA Program Team to develop CQI interventions and processes with objectively measurable indicators that will directly impact BPCA outcomes, track intermediate steps and be thoroughly tested, using CQI methodology, before dissemination.	7/1/06 – 6/30/07  7/1/06 – 6/30/07	3-11.1a BPCA-related CQI interventions and processes will be tracked and documented in monthly progress reports. 3-11.1b BPCA-related CQI interventions will be thoroughly tested, using CQI methodology, prior to dissemination and documented in monthly progress reports.



**Exhibit A**  
Scope of Work  
Year 3  
07/01/07 – 06/30/08

**Goal 4: The Contractor will comply with BPCA meeting and reporting requirements.**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. Contractor will continue to ensure participation by the APL and AC at all BPCA-related trainings, meetings, monthly/scheduled teleconferences and site visits.	4-1.1 APL and AC will continue to attend and participate in all BPCA-related trainings, meetings, monthly/scheduled teleconferences and site visits.	7/1/07 – 6/30/08	4-1.1 Documentation of APL and AC attendance at all BPCA-related trainings, meetings, monthly/scheduled teleconferences and site visits documented in meeting minutes and reports.
2. Monthly progress reports on all BPCA-related CQI interventions and AC activities will continue to be submitted to the BPCA Program team using the BPCA monthly progress report template developed by the BPCA Program Team.	4-2.1 APL will continue to develop, sign and submit written monthly progress reports on all BPCA-related CQI interventions and AC activities to BPCA Program staff using BPCA reporting template.	7/1/07 – 6/30/08	4-2.1a Monthly progress reports re: all BPCA-related CQI interventions and AC activities will be completed and submitted to BPCA Program Team (on BPCA monthly progress report template) no later than the agreed upon submission date. 4-2.1b Monthly progress reports will be developed and signed by APL prior to submission.
3. All BPCA Project Team members (and other health care providers, as appropriate) will continue to be informed of and utilize the monthly written feedback given by the BPCA Program Team.	4-3.1 APL will continue to communicate the monthly written feedback (given by the BPCA Program Team) to all BPCA Project Team members and other health care providers and staff, as needed. 4-3.2 BPCA Project Team will continue to utilize written feedback to improve BPCA Project related activities and interventions.	7/1/07 – 6/30/08  7/1/07 – 6/30/08	4-3.1 Communication of written feedback from BPCA Program Team to BPCA Project Team regarding recommended changes will be documented in monthly progress notes.  4-3.2 Monthly progress notes will document BPCA project team consideration of and response to BPCA Program Team feedback regarding BPCA Project related activities and interventions.
4. The APL will continue to provide oversight to the activities of the AC.	4-4.1 APL will continue to provide leadership, supervision and support for AC via weekly in-person meetings, and ongoing communication.	7/1/07 – 6/30/08	4-4.1 Progress in use of system of communication between providers and AC will be documented in monthly reports per BPCA protocol.



Exhibit A  
Scope of Work  
Year 3  
07/01/07 – 06/30/08

**Goal 5: The Contractor will implement comprehensive patient/family asthma education utilizing the Asthma Coordinator**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The Contractor will continue to use asthma education curricula and educational tools that are culturally and linguistically appropriate and are consistent with recommendations in the NAEPP's <i>Asthma Guidelines</i> and <i>Key Clinical Activities for Quality Asthma Care</i> documents.	5-1.1 Contractor will continue to adapt and provide culturally and linguistically appropriate NAEPP <i>Asthma Guidelines</i> - based asthma education curricula and educational tools.	7/1/07 – 6/30/08	5-1.1 Modifications/revisions to written overview of educational curricula utilizing asthma educational materials/tools consistent with NAEPP <i>Asthma Guidelines</i> and <i>Key Clinical Activities for Quality Asthma Care</i> (originally submitted to BPCA Program Team by 4/1/06) will be submitted to BPCA Program team no later than 30 days following revisions.
2. The Contractor will continue to use an appropriate method to determine a patient/family's educational needs and understanding of the education provided, as well as assessing further needs.	5-2.1 The AC will continue to conduct initial patient and family interviews, which will include an assessment of educational needs.	7/1/07 – 6/30/08	5-2.1 The BPCA Project Team will submit a description of changes to patient/family asthma education methodology (originally submitted 4/1/06) no later than 30 days following any revisions.
3. The contractor will continue to provide culturally and linguistically appropriate education to patients/families with asthma.	5-3.1 Culturally and linguistically-appropriate asthma education materials will continue to be provided for patients/families with asthma by AC and other health care providers.	7/1/07 – 6/30/08	5-3.1 Modifications/revisions to the culturally and linguistically appropriate patient/family asthma education submitted 4/1/06 will be submitted to BPCA Program Team no later than 30 days following any revisions.
4. The Contractor will continue to document type of education provided, patient/family understanding of the education provided and necessary reinforcement of educational principles and follow-up steps.	5-4.1 BPCA AC will continue to document education provided and assessment of need for further education/reinforcement to patient/family and their healthcare provider.	7/1/07 – 6/30/08	5-4.1 BPCA Project Team will submit updates to template or process used for communication of education received by patient within 30 days of any revisions made to template.

**Exhibit A**  
Scope of Work  
Year 3  
07/01/07 – 06/30/08

**Goal 5: The Contractor will implement comprehensive patient/family asthma education utilizing the Asthma Coordinator**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
5. Clinic-based health care providers and AC will continue to communicate about education needs of patients/families.	5-5.1 BPCA Project Team will continue to establish protocol for documentation and verbal communication of all BPCA-related patient/family health education.	7/1/07 – 6/30/08	5-5.1 Confirmation of communications utilizing the protocol for documentation and verbal communication of BPCA-related patient/family health education will be documented in monthly progress reports.

**Exhibit A**  
**Scope of Work**  
**Year 3**  
**07/01/07 – 06/30/08**

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #1: Asthma Visit Flow Sheet (AVF)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The BPCA Project Team will continue to use a systematic method for the development, implementation and evaluation of the Asthma Visit Flow Sheet (AVF) CQI Activity (this may include the description of a possible trial run before full implementation).	6(1)-1.1 BPCA Project Team will continue to employ PDCA (Plan-Do-Check-Act) model for development, implementation and evaluation of the AVF CQI Activity. 6(1)-1.2 BPCA Project Team, APL and AC will continue to regularly consult with/report to BPCA Program Team re: PDCA process and AVF CQI activity progress. 6(1)-1.3 BPCA CQI teams will continue to provide data to support the need for the AVF CQI activity and further changes as the AVF CQI activity progresses.	7/1/07 – 6/30/08  7/1/07 – 6/30/08	6(1)-1.1 and 6(1)-1.2 BPCA Project Team will document use of the PDCA cycle and progress in the development, implementation and evaluation of the AVF CQI activity in the monthly reports and submit to BPCA Program team per BPCA protocol.  6(1)-1.3 The BPCA Project Team will document the need for the AVF CQI activity and further changes based on data collected at participating clinic site in the monthly reports and submit to BPCA Program Team per BPCA protocol.
2. All BPCA Project Teams will continue to use a multidisciplinary team approach to improve the quality of asthma care with the AVF CQI activity.	6(1)-2.1 Maintenance of a multi-disciplinary, clinic-based BPCA Project Team with specific staff representation to address the AVF CQI activity.  6(1)-2.2 APL and AC will continue to organize and coordinate regular BPCA Project Team meetings and foster attendance of appropriate members.	7/1/07 – 6/30/08  7/1/07 – 6/30/08	6(1)-2.1 BPCA Project Team AVF CQI Activity members designated and oriented to project by APL as needed. Documentation of team representation in monthly progress reports.  6(1)-2.2 Ongoing monthly BPCA Project Team meetings documented in monthly progress reports.
3. The AVF CQI Activity will continue to have reasonable and measurable outcome goal(s).	6(1)-3. 1 BPCA Project Team will continue to define and evaluate reasonable and measurable process and outcome goal(s) for the AVF CQI Activity.	7/1/07 – 6/30/08	6(1)-3.1 Documentation of defined goals for processes and outcomes and measurable progress toward goals in monthly reports submitted to BPCA Program Team.



**Exhibit A**  
**Scope of Work**  
**Year 3**  
**07/01/07 – 06/30/08**

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #1: Asthma Visit Flow Sheet (AVF)**

4. All BPCA Project Teams will continue to seek input from provider/staff outside of current members of the BPCA Project Team on the development, implementation and evaluation of the AVF CQI activity.	6(1)-4.1 BPCA Project Team will continue to obtain input from providers/staff and incorporate this input into the development, implementation and evaluation of the AVF CQI activity.	7/1/07 – 6/30/08	6(1)-4.1 Monthly progress reports will document BPCA Project Team solicitation, consideration of and response to input from providers and staff (in addition to current BPCA Project Team members) regarding the AVF CQI Activity.
5. All BPCA Project Teams will track outcomes over time and use the outcome data to modify/improve the AVF CQI activity as needed.	6(1)-5.1 BPCA Project Team will use chart reviews and other BPCA Project Team determined evaluation methods to monitor outcome data over time.	7/1/07 – 6/30/08	6(1)-5.1 Documentation of evaluation methods and progress toward outcomes will be provided in monthly progress reports submitted to the BPCA Program Team.

**Exhibit A**  
**Scope of Work**  
**Year 3**  
**07/01/07 – 06/30/08**

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #2: Home Environmental Assessment (HEA)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
1. The BPCA Project Team will continue to use a systematic method for the development, implementation and evaluation of the Home Environmental Assessment (HEA) CQI Activity (this may include the description of a possible trial run before full implementation).	6(2)-1.1 BPCA Project Team will continue to employ PDCA (Plan-Do-Check-Act) model for development, implementation and evaluation of the HEA CQI Activity.	7/1/07 – 6/30/08	6(2)-1.1 and 6(2)-1.2 BPCA Project Team will document use of the PDCA cycle and progress in the development, implementation and evaluation of the HEA CQI activity in the monthly reports and submit to BPCA Program team per BPCA protocol.
	6(2)-1.2 BPCA Project Team, APL and AC will continue to regularly consult with/report to BPCA Program Team re: PDCA process and HEA CQI activity progress. 6(2)-1.3 BPCA CQI teams will continue to provide data to support the need for the HEA CQI activity and further changes as the HEA CQI activity progresses.	7/1/07 – 6/30/08	6(2)-1.3 The BPCA Project Team will document the need for the HEA CQI activity and further changes based on data collected at participating clinic site in the monthly reports and submit to BPCA Program Team per BPCA protocol.
2. All BPCA Project Teams will continue to use a multidisciplinary team approach to improve the quality of asthma care with the HEA CQI activity.	6(2)-2.1 Maintenance of a multi-disciplinary, clinic-based BPCA Project Team with specific staff representation to address the HEA CQI activity.	7/1/07 – 6/30/08	6(2)-2.1 BPCA Project Team HEA CQI Activity members designated and oriented to project by APL as needed. Documentation of team representation in monthly progress reports.
	6(2)-2.2 APL and AC will continue to organize and coordinate regular BPCA Project Team meetings and foster attendance of appropriate members. -	7/1/07 – 6/30/08	6(2)-2.2 Ongoing monthly BPCA Project Team meetings documented in monthly progress reports.
3. The HEA CQI Activity will continue to have reasonable and measurable outcome goal(s).	6(2)-3.1 BPCA Project Team will continue to define and evaluate reasonable and measurable process and outcome goal(s) for the HEA CQI Activity.	7/1/07 – 6/30/08	6(2)-3.1 Documentation of defined goals for processes and outcomes and measurable progress toward goals in monthly reports submitted to BPCA Program Team.

**Exhibit A**  
**Scope of Work**  
**Year 3**  
**07/01/07 – 06/30/08**

**Goal 6: The Contractor will implement two additional BPCA interventions as CQI Activities.**

**CQI Activity #2: Home Environmental Assessment (HEA)**

Major Objectives	Major Functions, Tasks, Activities	Time Line	Performance Measure and/or Deliverables
4. All BPCA Project Teams will continue to seek input from provider/staff outside of current members of the BPCA Project Team on the development, implementation and evaluation of the HEA CQI activity.	6(2)-4.1 BPCA Project Team will continue to obtain input from providers/staff and incorporate this input into the development, implementation and evaluation of the HEA CQI activity.	7/1/07 – 6/30/08	6(2)-4.1 Monthly progress reports will document BPCA Project Team solicitation, consideration of and response to input from providers and staff (in addition to current BPCA Project Team members) regarding the HEA CQI Activity.
5. All BPCA Project Teams will track outcomes over time and use the outcome data to modify/improve the HEA CQI activity as needed.	6(2)-5.1 BPCA Project Team will use chart reviews and other BPCA Project Team determined evaluation methods to monitor outcome data over time.	7/1/07 – 6/30/08	6(2)-5.1 Documentation of evaluation methods and progress toward outcomes will be provided in monthly progress reports submitted to the BPCA Program Team.



**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Warren Bonta  
Department of Health Services  
California Asthma Public Health Initiative  
MS Code 7210  
1616 Capitol Avenue, Suite 74.317  
P.O. Box 997413  
Sacramento, CA 95899-7413

C. Invoices shall:

- 1) Be prepared on the DHS invoice document (incorporated by reference). Invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Bear the Contractor's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHS.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

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

**Exhibit B**  
**Budget Detail and Payment Provisions**

**4. Amounts Payable**

A. The amounts payable under this agreement shall not exceed:

- 1) \$35,000 for the budget period of 03/01/06 through 06/30/06.
- 2) \$70,000 for the budget period of 07/01/06 through 06/30/07.
- 3) \$70,000 for the budget period of 07/01/07 through 06/30/08.

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.

**5. Timely Submission of Final Invoice**

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

**6. Allowable Line Item Shifts**

A. Cumulative line item shifts of up to \$10,000 per line item may be made, provided no line item is increased or decreased by more than \$10,000 and the annual agreement total is not changed.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

**7. Expense Allowability / Fiscal Documentation**

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

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



**Exhibit B**  
**Budget Detail and Payment Provisions**

- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. 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".
- E. Costs and/or expenses deemed unallowable are subject to recovery by DHS. See provision 8. in this exhibit entitled, "Recovery of Overpayments" for more information.

**8. Recovery of Overpayments**

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

**9. In-Kind Support Requirement**

The Contractor will provide an in-kind support or financial match of no less than 15% of the State support for each contract period; that is, the in-kind support will be no less than \$5250 for year one, and no less than \$10,500 for each of years two and three. Examples of in-kind support include staff time and costs including clinical services, monetary contributions to offset direct contract costs, reductions in the administrative overhead charged, and contribution of facilities and space.



**Exhibit B, Attachment I**  
**Year 01 Budget**  
**03/01/2006 - 06/30/2006**

Personnel	\$	21,332
Fringe Benefits (30% of Personnel)	\$	6,400
General Expenses	\$	1,108
Equipment	\$	-0-
Travel	\$	2,000
Subcontracts	\$	-0-
Other Costs	\$	-0-
Indirect Costs @ 15% of the total of Personnel and Fringe Benefits.	\$	4,160
<b>TOTAL BUDGET</b>	<b>\$</b>	<b><u>35,000</u></b>

Exhibit B, Attachment II  
Year 02 Budget  
07/01/2006 - 06/30/2007

Personnel	\$ 46,200
Fringe Benefits (28% of Personnel)	\$ 12,930
General Expenses	\$ -0-
Equipment	\$ -0-
Travel	\$ 2,000
Subcontracts	\$ -0-
Other Costs	\$ -0-
Indirect Costs @ 15% of the total of Personnel and Fringe Benefits.	\$ 8,870
<b>TOTAL BUDGET</b>	<b><u>\$ 70,000</u></b>

**Exhibit B, Attachment III**  
**Year 03 Budget**  
**07/01/2007 - 06/30/2008**

Personnel	\$ 47,586
Fringe Benefits (28% of Personnel)	\$ 13,324
General Expenses	\$ -0-
Equipment	\$ -0-
Travel	\$ 2,000
Subcontracts	\$ -0-
Other Costs	\$ -0-
Indirect Costs @ 11.64% of the total of Personnel and Fringe Benefits.	\$ 7,090
<b>TOTAL BUDGET</b>	<b><u>\$ 70,000</u></b>



## Special Terms and Conditions

*(For State funded subvention, local assistance and direct service contracts and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean, "grant", "Grantee" and "Subgrantee" respectively.

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

### Index of Special Terms and Conditions

1. Travel and Per Diem Reimbursement
2. Procurement Rules
3. Equipment Ownership / Inventory / Disposition
4. Subcontract Requirements
5. Income Restrictions
6. Audit and Record Retention
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9. Prior Approval of Training Seminars, Workshops, or Conferences
10. Confidentiality of Information
11. Documents, Publications and Written Reports
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20. Contract Uniformity (Fringe Benefit Allowability)

## 1. Travel and Per Diem Reimbursement

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

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

## 2. Procurement Rules

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

### a. Equipment definitions

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

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 2. Paragraph c of Provision 2 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

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

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

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHS program contract manager, to have all remaining equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged



equipment purchases and title to the equipment will remain with DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS program contract manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 2. Paragraph b of Provision 2 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHS, prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS determines to be unnecessary in carrying out performance under this agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 2 by giving the Contractor no less than 30 calendar days written notice.



### 3. Equipment Ownership / Inventory / Disposition

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

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 3, the definitions in Provision 2, Paragraph a shall apply.

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

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

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, the Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager.

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

- (a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

- (b) Submit the inventory report to DHS according to the instructions appearing on the form or issued by the DHS program contract manager.

- (c) Contact the DHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHS' Asset Management Unit.

- b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, DHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or miscellaneous property.

- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or miscellaneous property.

- (1) In administering this provision, DHS may require the Contractor and/or Subcontractor to repair or replace, to DHS' satisfaction, any damaged, lost or stolen state equipment and/or miscellaneous property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHS program contract manager.

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

**g. Motor Vehicles**

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

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

**Automobile Liability Insurance**

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHS program contract manager.



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

#### 4. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) The State may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or university from any State,
    - (c) A Joint Powers Authority,



- (d) An auxiliary organization of a California State University or a California community college,
  - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
  - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - (g) Entities of any type that will provide subvention aid or direct services to the public,
  - (h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.
- b. DHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- (1) Upon receipt of a written notice from DHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make copies available for approval, inspection, or audit.
  - e. DHS assumes no responsibility for the payment of subcontractors used in the performance of the agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this agreement.
  - f. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
  - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
  - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHS to the Contractor, to permit DHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
  - i. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
  - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 17.

## 5. Income Restrictions

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

**6. Audit and Record Retention**

(Applicable to agreements over \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.
- b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHS, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
  - (1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

**7. Site Inspection**

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



## 8. Intellectual Property Rights

### a. Ownership

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



**b. Retained Rights / License Rights**

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

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2004, etc.], State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

(1) Contractor represents and warrants that:

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

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



**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.
- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**h. Federal Funding**

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

**i. Survival**

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



## 9. Prior Approval of Training Seminars, Workshops or Conferences

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

## 10. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than DHS without prior written authorization from the DHS program contract manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

## 11. Documents, Publications and Written Reports

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

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

## 12. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHS program contract manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the

Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.

- (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by DHS, all dispute, grievance and/or appeal correspondence shall be directed to the DHS program contract manager.
- e. There are organizational differences within DHS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

### 13. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (See H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract; the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this



agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHS program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit if the audit report was submitted under Section 13C(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The DHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this contract, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

#### 14. Novation Requirements

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



**15. Payment Withholds**

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

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

**16. Performance Evaluation**

(Not applicable to grant agreements.)

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

**17. Officials Not to Benefit**

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

**18. Four-Digit Date Compliance**

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

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

**19. Union Organizing**

(Applicable only to grant agreements.)

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

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

**20. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

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

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:

- (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
- (2) Director's and executive committee member's fees.
- (3) Incentive awards and/or bonus incentive pay.
- (4) Allowances for off-site pay.
- (5) Location allowances.
- (6) Hardship pay.
- (7) Cost-of-living differentials

- c. Specific allowable fringe benefits include:

- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

- d. To be an allowable fringe benefit, the cost must meet the following criteria:

- (1) Be necessary and reasonable for the performance of the agreement.
- (2) Be determined in accordance with generally accepted accounting principles.
- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

- e. Contractor agrees that all fringe benefits shall be at actual cost.

- f. Earned/Accrued Compensation

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

**(a) Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract



period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

**(b) Example No. 2:**

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

**(c) Example No. 3:**

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

**Exhibit E**  
**Additional Provisions**

**1. Additional Incorporated Exhibits**

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

- 1) DHS Health Administrative Manual Section 6-1000
- 2) In-Kind Budgets
- 3) BPCA Invoice
- 4) Patient Interview Form — Long Form
- 5) Asthma Coordinator Encounter Log
- 6) Asthma Visit Flow Sheet

**2. Contract Amendments**

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

**3. Cancellation / Termination**

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



**Exhibit E**  
**Additional Provisions**

**4. Avoidance of Conflicts of Interest by Contractor**

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

**5. Insurance Requirements**

Contractor shall comply with the following insurance requirements:

**A. Commercial General Liability**

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

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

**Exhibit E**  
**Additional Provisions**

- 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Health Services, and
  - 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.
- D. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval. DHS may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.
- E. DHS will not be responsible for any premiums, deductibles, or assessments on the insurance policy.



## Contractor's Release

### Instructions to Contractor:

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

### Submission of Final Invoice

Pursuant to contract number 05-46212 entered into between the State of California Department of Health Services (DHS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) \_\_\_\_\_, in the amount(s) of \$ \_\_\_\_\_ and dated \_\_\_\_\_. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

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

### Repayments Due to Audit Exceptions / Record Retention

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

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

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

### Reminder to Return State Equipment/Property (If Applicable)

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

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

### Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): \_\_\_\_\_

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

DHS Distribution:    Accounting (Original)    Program

# Travel Reimbursement Information

The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. *The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.*

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

(1) Lodging (with receipts):

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

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.*

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

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

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



## Travel Reimbursement Information

## Exhibit G (Continued)

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **34 cents** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles they may claim a rate of **37 cents** per mile. If a contractor uses his or her car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. *Travel expense reimbursement* detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. *Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.*
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

### Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> <li>Travel period ends at least one hour after the regularly scheduled workday ends, or</li> <li>Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m.</li> </ul>	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. *At DHS' discretion, changes or revisions made by DHS to this exhibit, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHS program policy.*

### CONTRACTOR EQUIPMENT PURCHASED WITH DHS FUNDS

Date current contract expires: \_\_\_\_\_

DHS program name:

DHS program contract manager:

DHS program address: \_\_\_\_\_

DHS program contract manager's telephone number: \_\_\_\_\_

Date of this report: \_\_\_\_\_

(THIS IS NOT A BUDGET FORM)

[illegible]



## INSTRUCTIONS FOR HAS 1203 (Please read carefully.)

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

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

1. If the item was shipped via the DHS warehouse and was issued a state/DHS property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.
2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

**A. Major Equipment:**

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

**These items are issued green numbered state/DHS property tags.**

**B. Minor Equipment:** Tangible item having a base unit cost less than \$5,000 with a life expectancy of one (1) year or more and listed on DHS AM's "Minor Equipment List". (A "Minor Equipment List" can be printed from HAM Section 2-1030.) **These items are issued green numbered state/DHS property tags.**

**C. Miscellaneous Property:** Specific tangible items with a life expectancy of one (1) year or more that are purchased with DHS funds (furniture, cabinets, typewriters, desktop calculators, portable dictators, nondigital cameras.) **These items are issued green unnumbered "BLANK" state/DHS property tags.** NOTE: It is DHS policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the DHS Purchase Order (STD 65) number if the items were purchased by DHS. (See HAM, Section 2-1050.1.)
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to DHS Vehicle Services. (See HAM, Section 2-10050.)
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The DHS Program Contract Manager should retain one copy and send the original to: Department of Health Services, Asset Management, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1404, Sacramento, CA 95899-7413.
6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM (916) 650-0124.
7. Use the version on the DHS Intranet forms site. The HAS 1203 consists of one page for completion and one page with information and instructions.

Department of Health Services

INTERFERING COMMON C. DMS FORDED EQUUM

Date current contract expires: \_\_\_\_\_

DHS program name:

DHS program contract manager: \_\_\_\_\_

DHS program address: \_\_\_\_\_

---

DHS program contract manager's telephone number: \_\_\_\_\_

Date of this report: \_\_\_\_\_

(THIS IS NOT A BUDGET FORM)									
STATE/DHS		ITEM DESCRIPTION							

[illegible]



## INSTRUCTIONS FOR HAS 1204

(Please read carefully.)

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

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

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

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

1. List the state/DHS property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;
  - A. Major Equipment: **(These items were issued green numbered state/DHS property tags.)**
    - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
    - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)
  - B. Minor Equipment: **(These items were issued green numbered state/DHS property tags.)**
    - Tangible item having a base unit cost less than \$5,000 with a life expectancy of one (1) year or more and listed on DHS AM's "Minor Equipment List". (A "Minor Equipment List" can be printed from HAM, Section 2-1030.)
  - C. Miscellaneous Property: **(These items were issued green unnumbered "BLANK" state/DHS property tags.)**
    - Specific tangible items with a life expectancy of one (1) year or more that are purchased with DHS funds (furniture, cabinets, typewriters, desktop calculators, pocket dictators, nondigital cameras.)
2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to DHS Vehicle Services. (See HAM, Section 2-10050.)
3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
4. The DHS Program Contract Manager should retain one copy and send the original to: Department of Health Services, Asset Management, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1404, Sacramento, CA 95899-7413.
5. Use the version on the DHS Intranet forms site. The HAS 1204 consists of one page for completion and one page with information and instructions.

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

**Exhibit \_J\_**  
**HIPAA Business Associate Addendum**

**Recitals – STANDARD RISK**

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

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

**1. Permitted Uses and Disclosures of PHI by Business Associate**

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHS.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
  - 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will



**Exhibit J**  
**HIPAA Business Associate Addendum**

remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

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

**2. Responsibilities of Business Associate**

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHS; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide DHS with its current and updated policies.
- C. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of DHS at the end of the contract period. These steps shall include, at a minimum:
- 1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit attached to this Agreement; and
  - 2) Complying with the safeguard provisions in the Department's Information Security Policy, embodied in Health Administrative Manual (HAM), sections 6-1000 et seq. and in the Security and Risk Management Policy in the Information Technology Section of the State Administrative Manual (SAM), sections 4840 et seq., in so far as the security standards in these manuals apply to Business Associate's operations. 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 DHS.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf

**Exhibit J**  
**HIPAA Business Associate Addendum**

of DHS, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.

- F. **Availability of Information to DHS and Individuals.** To provide access as DHS may require, and in the time and manner designated by DHS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHS (or, as directed by DHS), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHS health plans; or those records used to make decisions about individuals on behalf of DHS. Business Associate shall use the forms and processes developed by DHS for this purpose and shall respond to requests for access to records transmitted by DHS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that DHS directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHS.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHS, or created or received by Business Associate on behalf of DHS, available to DHS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHS or by the Secretary, for purposes of determining DHS's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to DHS or (at the direction of DHS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
- 1) **Discovery of Breach.** To notify DHS **immediately by telephone call plus e-mail or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or **within 24 hours by e-mail or fax** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the DHS contract manager, the DHS Privacy Officer and the DHS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the DHS ITSD Help Desk. Business Associate shall take:
    - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
    - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
  - 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, to notify the DHS contract manager(s), the DHS Privacy Officer, and the DHS Information Security Officer of:
    - i. What data elements were involved and the extent of the data involved in the breach,
    - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,



**Exhibit \_J\_**  
**HIPAA Business Associate Addendum**

- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
  - iv. A description of the probable causes of the improper use or disclosure; and
  - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 3) **Written Report.** To provide a written report of the investigation to the DHS contract managers, the DHS Privacy Officer, and the DHS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The DHS contract managers, the DHS Privacy Officer, and the DHS Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **DHS Contact Information.** To direct communications to the above referenced DHS staff, the Contractor shall initiate contact as indicated herein. DHS 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 Agreement or Addendum.

DHS Contract Manager	DHS Privacy Officer	DHS Information Security Officer
See Provision 4 of Exhibit A for Contract Manager information	Privacy Officer % Office of Legal Services California Department of Health Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Telephone: (916) 440-7750 Email: <a href="mailto:privacyofficer@dhs.ca.gov">privacyofficer@dhs.ca.gov</a>	Information Security Officer Information Security Office P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: <a href="mailto:dhsiso@dhs.ca.gov">dhsiso@dhs.ca.gov</a> Telephone: ITSD Help Desk 916-440-7000 or 800-579-0874

- K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of DHS under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment.

**Exhibit \_J\_**  
**HIPAA Business Associate Addendum**

**Obligations of DHS**

DHS agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices: <http://www.dhs.ca.gov/hipaa>.
- 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 DHS has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHS.

**4. Audits, Inspection and Enforcement**

From time to time, DHS 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 DHS Privacy Officer in writing. The fact that DHS 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 DHS's:

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

**5. Termination**

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Addendum by Business Associate, DHS 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 DHS;
  - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
  - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify DHS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of



**Exhibit \_J\_**  
**HIPAA Business Associate Addendum**

HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

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

**6. Miscellaneous Provisions**

- A. **Disclaimer.** DHS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHS's request, Business Associate agrees to promptly enter into negotiations with DHS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHS 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 DHS pursuant to this Section or
  - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHS 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 DHS at no cost to DHS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHS, 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 DHS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**Exhibit \_J\_**  
**HIPAA Business Associate Addendum**

- E. **Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.



**PAYEE DATA RECORD**(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, state, and local (including school districts), are not required to submit this form.								
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</b> <hr/> <table style="width: 100%;"> <tr> <td style="width: 50%;">SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width: 50%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
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MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
<b>3</b>	<b>PAYEE ENTITY TYPE</b>  CHECK ONE BOX ONLY	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <span style="border: 1px solid black; padding: 2px;">94-6000532</span>  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP   <input type="checkbox"/> ESTATE OR TRUST   <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR            ENTER SOCIAL SECURITY NUMBER: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span> </div> <div style="width: 50%;"> <b>CORPORATION:</b>  <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="checkbox"/> LEGAL (e.g., attorney services)  <input type="checkbox"/> EXEMPT (nonprofit)  <input type="checkbox"/> ALL OTHERS         </div> </div>	<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.						
<b>4</b>	<b>PAYEE RESIDENCY TYPE</b>  <input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 40px;"> <input type="checkbox"/> No services performed in California.  <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.         </div>								
<b>5</b>	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b> <table style="width: 100%;"> <tr> <td style="width: 50%;"> <b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</b>            DARRYL WONG         </td> <td style="width: 50%;"> <b>TITLE</b>            FINANCIAL SERVICES MANAGER I         </td> </tr> <tr> <td> <b>SIGNATURE</b>  </td> <td> <b>DATE</b>            3/7/06         </td> </tr> <tr> <td></td> <td> <b>TELEPHONE</b>            650-573-2508         </td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</b> DARRYL WONG	<b>TITLE</b> FINANCIAL SERVICES MANAGER I	<b>SIGNATURE</b> 	<b>DATE</b> 3/7/06		<b>TELEPHONE</b> 650-573-2508
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<b>6</b>	<b>Please return completed form to:</b>  Department/Office: _____  Unit/Section: _____  Mailing Address: _____  City/State/ZIP: _____  Telephone: _____ FAX: _____  E-Mail Address: _____								