

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (CDPH Rev 9/09)

REGISTRATION NUMBER

AGREEMENT NUMBER

10-95401

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

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

County of San Mateo

2. The term of this Agreement is: July 1, 2010 through June 30, 2011
3. The maximum amount of this Agreement is: \$ 283,911
Two Hundred Eighty-Three Thousand Nine Hundred Eleven 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	8 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget	1 page
Exhibit C * – General Terms and Conditions	GTC 307
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

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

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

CONTRACTOR

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

County of San Mateo

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Richard S. Gordon, President, Board of Supervisors

ADDRESS

2000 Alameda De Las Pulgas, San Mateo, CA 94403

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Winters, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

California Department of
General Services Use Only

☐ Exempt per:

EXHIBIT A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Health Officers are required to organize and maintain a program to make the required immunizations available. This contract assists the Contractor in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California Department of Public Health's responsibility to provide this assistance to the local health jurisdictions. The Contractor is to conduct a general immunization program which provides all Advisory Committee on Immunization Practices (ACIP) recommended vaccines to the general public. In addition, the Contractor identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2. Service Location

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

3. Service Hours

The services shall be provided during County working hours and days.

4. Project Representatives

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

California Department of Public Health

Steve Vantine
Telephone: (510) 620-3873
Fax: (510) 620-3689
Email: steve.vantine@cdph.ca.gov

County of San Mateo

Joanne MacDonald, RN, PHN, BS
Telephone: (650) 573-2348
Fax: (650) 573-2859
Email: jmacdonald@co.sanmateo.ca.us

B. Direct all inquiries to:

California Department of Public Health

Immunization Branch
Attention: Rossana Ordonez
850 Marina Bay Pkwy., Bldg. P 2nd Floor
Richmond, CA 94804

Telephone: (510) 620-3768
Fax: (510) 620-3774
E-mail: rossana.ordonez@cdph.ca.gov

County of San Mateo

County of San Mateo
Attention: Joanne MacDonald, RN, PHN, BS
2000 Alameda De Las Pulgas
San Mateo, CA 94403

Telephone: (650) 573-2348
Fax: (650) 573-2859
Email: jmacdonald@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. Services to be Performed – Pediatric-IAP-Hepatitis B

The Contractor must agree to the following inclusive objectives and conduct the following activities. Please note that many of these services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and local health departments. The level of subvention contract funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention contract funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Objectives:

- 1) Raise to (or maintain) immunization coverage levels to 95% or greater for each immunization required by law for kindergarten students and child care entrants within the Contractor's jurisdiction.
- 2) By the end of the year 2011, 90% of two-year-olds within the Contractor's jurisdiction should be vaccinated with one dose of measles, mumps, and rubella (MMR) vaccine, three doses of polio vaccine, at least four doses of diphtheria, tetanus, and pertussis (DTP) vaccine, three doses of *Haemophilus influenzae* type b (Hib) vaccine, three doses of hepatitis b vaccine, one dose of varicella vaccine and four doses of pneumococcal conjugate vaccine..
- 3) Through prevention, surveillance and outbreak control, reduce, or eliminate illness, disability and death due to vaccine-preventable diseases within the Contractor's jurisdiction.
- 4) For Fiscal Year 2010/2011 establish and/or maintain an effective reminder/recall system using the local regional registry.
- 5) Inform and educate health care providers, school staff, child care community, and the general public about the need for timely administration of scheduled immunizations of children and adults.

B. Specific Activities:

1) Program Management

- a. Contractor agrees to assign one or more staff the responsibility of monitoring each program activity: 1) Program Management; 2) Vaccine Accountability and Management; 3) Immunization Information Systems; 4) Provider Quality Assurance; 5) Perinatal Hepatitis B Prevention; 6) Adolescent Immunizations; 7) Adult Immunizations; 8) Education, Information, Training, and Partnerships; 9) Epidemiology and Surveillance; 10) Population Assessment; and 11) WIC-Immunization linkage.
- b. To ensure that public immunization clinic policies and practices are in compliance with the current recommendations approved by the U.S. Public Health Service and endorsed by the American Academy of Pediatrics (AAP) as specified in the Revised Standards for Immunization Practices Child, Adolescent and Adult Immunization, and conduct in-service training for public clinic staff.

EXHIBIT A
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- c. Within the health jurisdiction, develop and implement policies and procedures to enhance the continuity of care (including recommended immunizations) through the utilization of a medical home among medically underserved children, adolescents and adults.
- d. Attend/participate in regional, state and local meetings and educational forums related to immunizations including but not limited to those sponsored by the Immunization Branch and CDC. Attendance at the yearly CDPH Immunization Branch Coordinator's Meeting is required for all Immunization Coordinators.

2) Vaccine Accountability and Management

The contractor receiving vaccine purchased with State of California/Federal funds, herein called State purchased vaccines, agrees:

- a. To ensure that immunization practices at the local health department for vaccine storage, handling and administration procedures are consistent with the Revised Standards for Immunization Practices Child, Adolescent and Adult Immunization.
- b. The authorized immunization patient record card or authorized clinic log sheets must be stored by the local health department in a retrievable file for a minimum of 7 years following the end of the calendar year in which the vaccine information statement was provided to the vaccine recipient, parent, or legal representative. In addition, if a notice of a claim or lawsuit has been made, the record must be retained until after a final disposition has been made.
- c. No charge may be made to the patient, parent, guardian or third party payer for the cost of State purchased vaccine provided to local health departments by the Immunization Branch. In addition, outside, non-profit providers of immunization services receiving State purchased vaccine may not charge patients or parents for the cost of vaccine. Charges made by local health departments to patients for the direct costs incurred for administration or injection of the vaccine are discouraged but are not specifically prohibited. Should the health department or outside medical provider receiving state-purchased vaccine establish an administration fee for an injection of vaccine, information, e.g., sign/poster, must be prominently displayed which indicates that no one receiving an immunization in a public clinic may be denied vaccine provided through public funds for failure to pay the administration fee or failure to make a donation to the provider.
- d. The storage and handling of State purchased vaccine within local health department facilities shall be in accordance with the manufacturers' specifications and CDC Guidelines. Local health departments may be required to purchase new refrigerators or freezers if the storage units cannot consistently maintain appropriate temperatures or have sufficient space to store all vaccines.

3) Immunization Information Systems

In coordination with the local or regional registry:

- a. Assist in the implementation, maintenance and enhancement of the Immunization Registry in accordance with Immunization Branch standards.

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- b. Conduct periodic assessments of the integration of the registry into the immunization program using the PROW standards of excellence.
- c. Collaborate with provider organizations and other immunization coalition stakeholders in the registry's catchment area to assist with provider recruitment, training, implementation and maintenance.
- d. Increase the percentage of public and private provider sites participating in the registry to achieve the Healthy People 2010 objective of 95% of children under 6 years of age with two or more immunization records in the registry.
- e. Promote activities and strategies to increase the percentage of children 6-18 years of age and adults participating in the registry in the catchment area.

4) Provider Quality Assurance

- a. Provide and/or promote educational/training opportunities and informational materials to ensure that health care providers within the jurisdiction are knowledgeable and competent regarding current best practices for immunization services.
- b. Utilize AFIX (Assessment, Feedback, Incentive, Exchange) annually to assess immunization coverage rates and adherence to the Standards for Pediatric Immunization Practices at local health departments and community health centers with state funding.

5) Perinatal Hepatitis B Prevention

Encourage use of the birth dose policy in hospitals within the jurisdiction by:

- a. Providing education on the Hepatitis B birth dose recommendations and screening all pregnant women for HBsAg status.
- b. Identifying barriers to implementation of the birth dose.
- c. Assuring that delivery hospitals develop written policies, procedures and standing orders for the administration of the birth dose.
- d. Assisting with enrollment of birth hospitals in the VFC Program.

6) Adolescent Immunizations

Working collaboratively with local public and private/nonprofit providers and agencies, and professional organizations to establish a platform on adolescent immunizations and increase coverage rates within the jurisdiction through:

- a. Enhancing access to all ACIP-recommended vaccines.

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- b. Promoting public awareness of adolescent immunizations utilizing promotional campaigns, media and web communications.
- c. Increasing awareness of and educating health care providers about adolescent immunization recommendations.
- d. Promoting use of the Immunization Registry for adolescents.
- e. Outreach to adolescent service providers and enrollment in the VFC Program.
- f. Collaborating with school based health centers, juvenile correctional facilities and social service agencies to promote coverage.

7) Adult Immunizations

- a. Working collaboratively with immunization coalitions, community groups, child care providers, schools, nursing homes, home health agencies and other organizations, develop and implement a strategy for the promotion of flu immunization within the jurisdiction.
- b. To improve immunization coverage rates among adult populations within the jurisdiction, coordinate program planning and implementation of strategies with local public and private/nonprofit agencies serving adults.
- c. Working collaboratively with the Immunization Registry, develop and implement strategies to increase the percentage of adult immunizations entered into the registry.

8) Education, Information, Training, and Partnerships

- a. Participate in the development, implementation and promotion of outreach activities focused on children, adolescents, adults and families through partnerships, coalitions, and collaboration with community groups, child care providers, juvenile justice programs, and culturally appropriate organizations to reduce ethnic disparities in immunization coverage rates.
- b. Collaborate with birthing facilities to develop and implement new mother education programs regarding immunizations. Collaborate with the Registrar of Births to distribute immunization educational materials to new mothers.
- c. Work collaboratively with immunization coalitions, community groups, child care providers, schools, nursing homes, home health agencies and other organizations to develop and implement a strategy for the promotion of influenza vaccination within the jurisdiction.
- d. Ensure that providers are knowledgeable about and are using the VIS in accordance with the National Childhood Vaccine Injury Act.

9) Epidemiology and Surveillance

- a. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of vaccine preventable diseases (VPDs).

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- b. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs.
- c. Ensure that local health departments and public health clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with Immunization Branch guidelines.

10) Population Assessment

- a. Conduct an immunization assessment of all child care centers and assist the Immunization Branch with conducting an immunization assessment of all kindergarten schools.
- b. Conduct selective review site visits to a randomly selected sample of child care centers, kindergarten, and seventh grade schools.
- c. In coordination with Immunization Branch Field Representatives, local health authorities and local child care center and school authorities, encourage compliance of all child care centers and schools with existing regulations pertaining to the immunization of children admitted to such institutions.
- d. Implement and maintain immunization clinic reminder/recall systems among all public medical providers receiving state-supplied vaccines to improve immunization rates among preschool-age children within the jurisdiction.
- e. Develop and implement strategies to increase immunization rates of the 24-35 month old population in the jurisdiction. Expected improvements as assessed with Clinic Assessment Software Application (CoCASA) for the 4:3:1:3:3 series by provider type are: Public health clinics (PHC) with rates below 40% should achieve a 25% improvement; between 40% and 49% should achieve a 15% improvement; between 50% and 69% should achieve a 10% improvement; and between 70% and 85% should achieve a 5% improvement.

11) WIC-Immunization Linkage

- a. Promote the use of the immunization registry in WIC sites.

C. Specific Perinatal Hepatitis B Activities (only for contractors receiving federal perinatal hepatitis B funds):

- 1. Ensure that clinicians are testing pregnant women for HBsAg and that clinicians and laboratories are reporting patients with positive test results to the local health department.
- 2. Ensure that hepatitis B vaccine (HBV) infected pregnant women are reported to birth hospitals prior to delivery.
- 3. Ensure that birth hospitals have a written HBsAg test result for each pregnant woman and that they test pregnant women with unknown HBsAg status.

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4. Ensure that birth hospitals are aware of requirements for post exposure prophylaxis (PEP) for infants born to HBV infected mothers and mothers with unknown HBV infection status.
 - a. Provide information on developing standing orders and policies and procedures for administering the birth dose to all infants according to the ACIP recommendations.
5. Ensure that local pediatricians and family physicians caring for infants have a method for identifying those infants born to HBV infected women and are aware of recommendations for administration of PEP, for the vaccine series, and for post vaccine serology testing.
6. Provide information to HBSAg-positive women regarding perinatal hepatitis B transmission and medical care, as well as information on vaccination and testing requirements for the infant.
7. Provide information to HBV infected women and their household and sexual contacts on screening and vaccination recommendations and provide referrals to medical services as needed.
8. Monitor follow up of infants born to HBV infected mothers, including administration of Hepatitis B Immune Globulin (HBIG) and hepatitis B at birth, completion of the hepatitis B vaccine series and obtaining post vaccine serologic (PVS) testing results.
9. Provide birth hospitals and medical providers written information on screening and reporting requirements and on the ACIP recommendations for perinatal hepatitis B prevention.
10. Submit case reports for HBV infected pregnant women and their infants to CDPH Immunization Branch in a timely manner.

D. Required Reports

- 1) Reports of Local Program Progress and Activities

In accordance with the guidelines and format provided by the CDPH Immunization Branch, the Contractor shall submit, through his/her CDPH Immunization Branch District Field Representative, to the Branch identified in paragraph 4 within D. Required Reports, by the 15th of the month following the end of each quarter, a written quarterly report of progress and activities. In addition to the written report the Contractor and Project Liaison, or designee, may meet and discuss the above matters in person.

- 2) Upon completion of the investigation of each probable or confirmed reportable vaccine preventable disease case, a completed investigation form must be submitted to the CDPH Immunization Branch.
- 3) Contractor agrees that itemized personnel positions listed in the *Application for Immunization Project Subvention Funds* shall not be subject to Contractor's personnel policy decisions to refrain from filling vacant positions.
- 4) All reports, other than those required to be directed to the Field Representatives, invoices, and other written communications are to be addressed and delivered to the California Department of

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Public Health, Immunization Branch, 850 Marina Bay Pkwy., Bldg. P 2nd Floor, Richmond, California 94804.

- 5) The State reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.
- 6) It is agreed by the Contractor that in the event that a significant portion of the Contract objectives for the initial four months of the Contract are not met by that time; and in the event that the State determines from quarterly invoices, performance reports, and other sources of information that the Contractor will not perform the total quantity of services contracted for; and that therefore, the total budget allocation will not be depleted; the State and/or Contractor may make an equitable adjustment in the original Contract budget and Contract objectives in order to decrease the total quantity of services and commensurate Contract amount. Any adjustment shall be by amendment only and duly executed by both parties and approved by the Department of General Services (if applicable).

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 in arrears not more frequently than 30 days. Each monthly invoice for the month shall be submitted for payment no more than sixty (60) calendar days following the close of each month, unless an alternate deadline is agreed to in writing by the program contract manager.

California Department of Public Health
Immunization Branch
Attn: Rossana A. Ordonez
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

- C. Invoices shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

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.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the 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.

5. 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 CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- 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".

Exhibit B
Budget Detail and Payment Provisions

6. Budget Flexibility

Subject to the prior review and approval of the contract manager, line item shifts of up to \$25,000 or ten percent of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$25,000 or 10%, whichever is less, for all line item shifts over the life of the contract. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited. Line item shifts may be proposed/requested by either the California Department of Public Health or the Contractor in writing and must not increase or decrease the total contract amount allocated. Any line item shifts must be approved in writing by the Deputy Director of the Division of Communicable Disease Control, or his or her designee, and must be sent to the Contracts Office within 10 days of approval for inclusion in contract folder. If the contract is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

7. Additional Budget Provisions

- A. The total amount of the contract will be indicated as either some part, or all, of the total operations budget. If the total amount of the contract is less than the total operations budget, the Contractor will be responsible for providing the difference between the total amount of the contract and the total operations budget. Further, all invoices to the State which request reimbursements for positions included in the Contractor's *Application for Immunization Project Subvention Funds* submitted by the Contractor on June 3, 2010 shall include the name and position title of the persons that have performed in these positions.
- B. The Contractor shall provide for any personnel or operating expenses that are necessary to meet the provisions included herein but are not provided for in the Budget included as Exhibit "B" Attachment I.

Exhibit B, Attachment I
Budget

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1 - Public Health Educator	60%	\$6,847/month	\$49,298.00
1 - Public Health Nurse	60%	\$8,802/month	\$63,374.00
1 - Community Worker	40%	\$4,254/month	\$20,419.00
1 - Medical Office Specialist	60%	\$4,840/month	\$34,848.00
1 - Comm. Disease Investigator	50%	\$5,554/month	\$33,324.00
Total Personnel			\$201,263.00
II. Fringe Benefits (40% of Personnel)			\$80,505.00
III. Operating Expenses or General Expenses			
Office Supplies			\$500.00
Health Education Materials			\$0.00
Printing			\$500.00
Other			\$450.00
IV. Equipment			\$0.00
V. Travel			\$693.00
VI. Subcontracts			\$0.00
VII. Other Costs			\$0.00
VIII. Indirect Costs (0%)			<u>\$0.00</u>
Total Budget			\$283,911.00