

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER

19-10044

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

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

| EXHIBITS | TITLE | PAGES |
|------------|--|-------|
| Exhibit A | Scope of Work | 38 |
| Exhibit B | Budget Detail and Payment Provisions | 5 |
| Exhibit B | Attachment I - Budget (Year 1) | 1 |
| Exhibit B | Attachment II - Budget (Year 2) | 1 |
| Exhibit B | Attachment III - Budget (Year 3) | 1 |
| Exhibit C* | General Terms and Conditions (GTC 04/2017) | GTC |
| Exhibit D | Special Terms and Conditions | 16 |
| Exhibit E | Additional Provisions | 3 |
| Exhibit F | Federal Terms and Conditions | 8 |
| Exhibit G | Contract Equipment Purchased with CDPH Funds | 2 |
| Exhibit H | Inventory/Disposition of CDPH Funded Equipment | 2 |
| Exhibit I | Information Privacy and Security Requirements | 11 |
| Exhibit J | Progress Report Transmittal | 1 |
| Exhibit K | Contractors Release Form | 1 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www1.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein on the local level.

This contract is to provide services mandated by Health and Safety Code 123550-123610 on the local level. The Catalog of Federal Domestic Assistance (CFDA) number for this contract is 93.994. Contractor will administer a program to provide pregnant women and newborns with medical problems access to specialized care to prevent and/or reduce occurrence of death or permanent disabilities. The Regional Perinatal Program of California (RPPC) provides access to appropriate levels of high quality care for high-risk pregnant women and their newborns by maintaining a multi-tiered network of care providers and facilities, providing resources, consultation, and technical assistance to hospitals and health care providers per RFA #19-10044.

2. Service Location

The services shall be performed at _____.

3. Project Representatives

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

| | |
|--|--|
| California Department of Public Health _____, Contract Manager Telephone: (916) XXX-XXXX Fax: (916) 650-0307 E-mail: XXXXXXXX@cdph.ca.gov | Contractor Name [Enter Name of Contractor's Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXXX |
|--|--|

B. Direct all inquiries to:

| | |
|---|--|
| California Department of Public Health Maternal, Child and Adolescent Health Div. Attention: _____, Contract Manager 1615 Capitol Avenue, MS 8305 P.O. Box 997420 Sacramento, CA 95899-7420 Telephone: (916) XXX-XXXX Fax: (916) 650-0307 E-mail: XXXXXXXX@cdph.ca.gov | Contractor Name Section or Unit Name (if applicable) Attention: [Enter name, if applicable] Street address & room number, if applicable P.O. Box Number (if applicable) City, State, Zip Code Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXXX |
|---|--|

Exhibit A
Scope of Work

C. All payments from CDPH to the Contractor shall be sent to the following address:

| Remittance Address |
|---|
| Contractor: _____ Attention: _____ Address: _____ City, Zip: _____, CA _____ Phone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXXX.XXX |

D. 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.

4. Scope of Work Changes

- A. Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.
- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement.

5. State Approval of Program Staff

The contractor shall notify the Contract Manager in writing immediately and negotiate any proposed change of the Project Director, or other staff that may affect the Contractor's ability to complete the Scope of Work. All requested changes are subject to the written approval of the Contract Manager.

6. Reporting Requirements

- A. The Contractor shall submit a satisfactory Annual, Semi-Annual or Quarterly Reports according to the format described in "Exhibit J – Progress Report Transmittal."

Exhibit A
Scope of Work

- B. An original and two (2) copies of the Annual Report shall be submitted to the State as follows and postmarked no later than 30 days after the end of the State fiscal year.

The Annual Report will be reporting a narrative account of activities through June of each fiscal year starting in 2019 through 2022 and shall be considered the final report.

- C. If the Contractor fails to submit satisfactory Annual, Semi-Annual or Quarterly Reports by the specified date, the Contract Manager shall withhold subsequent invoices for payment until the Contract Manager receives a satisfactory report.
- D. If there are other specific program requirements required by this Agreement, the Contractor shall report them as required and in the format designated by the State.
- E. CDPH reserves the right to cancel the agreement or reduce funding if CDPH determines that Scope of Work deliverables are not satisfactorily met.
- F. The Contractor must obtain prior written approval from MCAH to participate in data collection or research studies using RPPC participants or data for purposes other than the requirements of the Contract.

8. Glossary of Acronyms

| | |
|---------|---|
| AAP | American Academy of Pediatrics |
| ACOG | American Congress of Obstetricians and Gynecologists |
| ADA | American Disability Act |
| AFLP | Adolescent Family Life Program |
| APR | Annual Progress Report |
| BIH | Black Infant Health |
| BSMF | Birth Statistical Master File |
| CAN | California Association of Neonatologists |
| CBPAC | California Breastfeeding Promotion Advisory Committee |
| CCS | California Children's Services |
| CDAPP | California Diabetes and Pregnancy Program |
| CDC | Centers for Disease Control and Prevention |
| CDPH | California Department of Public Health |
| CDPH-IT | California Department of Public Health-Information Technology |
| CDPH-VR | California Department of Public Health-Vital Records |
| CMDC | California Maternal Data Center |
| CMQCC | California Maternal Quality Care Collaborative |
| CMS-SCD | Children's Medical Services-Systems of Care Division |
| CPeTS | California Perinatal Transport System |
| CPQCC | California Perinatal Quality Care Collaborative |
| CPSP | Comprehensive Perinatal Services Programs |
| CQI | Continuous Quality Improvement |
| CV | Curriculum Vitae |
| DHCS | Department of Health Care Services |
| EMS | Emergency Medical Services |
| GDM | Gestational Diabetes Mellitus |
| IPODR | Improved Perinatal Outcomes Data Reports |

Exhibit A
Scope of Work

| | |
|--------|---|
| IRB | Institutional Review Board |
| LHD | Local Health Departments |
| LOCATe | Levels of Care Assessment Tool |
| MCAH | Maternal Child and Adolescent Health |
| MDC | Maternal Data Center |
| MLOC | Maternal Levels of Care |
| MOU | Memorandum of Understanding |
| MRAC | Maternal Risk-Appropriate Care |
| NICU | Neonatal Intensive Care Unit |
| OB | Obstetrics |
| OSHPD | Office of Statewide Health Planning and Development |
| PC | Program Consultant |
| PDD | Patient Discharge Data |
| PQIP | Perinatal Quality Improvement Program |
| PSC | Perinatal Systems of Care |
| QI | Quality Improvement |
| RBL | Regional Breastfeeding Liaison |
| RCA | Regional Cooperative Agreement |
| RPPC | Regional Perinatal Programs of California |
| SAS | Statistical Analysis System |
| SIDs | Sudden Infant Death Syndrome |
| SMFM | Society of Maternal-Fetal Medicine |
| SS | Sweet Success |
| TA | Technical Assistance |
| VLBW | Very Low Birth Weight |
| VR | Vital Records |
| WIC | Women Infants and Children |

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

**Exhibit A, Attachment I Scope of Work
July 1, 2019 - June 30, 2022**

**Contractor's Name
XX-XXXXX**

Contractor's participation is indicated by the marked check box(es) beside the Goal/s that the Contractor shall work toward achieving. The contractor shall work toward achieving the following goals and will accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed *methods* to focus on process and/or outcome.

- Goal 1: Under the direction of MCAH, Regional Perinatal Programs of California (RPPC) will coordinate the planning, collaboration and promotion of integrated regional perinatal systems for the delivery of high quality, risk-appropriate care to pregnant women and their newborn infants.

| Major Objective | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|---|--|-------------------------------|---------------------------------|--|
| Risk-Appropriate Care | | | | |
| 1.1 By June 2022, 75% of facilities in the region will agree with their LOCATe-assessed maternal level of care designation. | 1.1.1 Participate on MCAH sponsored trainings and webinars to establish and maintain proficiency with the ACOG Maternal Levels of Care (MLOC) Guidelines and the most recent version of CDC Levels of Care Assessment Tool (LOCATe). | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.1.2 Participation will be tracked through training log-in or roll call |
| | 1.1.2 During the annual site visit, re-assess facility's maternal levels of care using the 14 question CDC LOCATe tool as needed, and offer professional development on MLOC for facility staff and leadership. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.1.2 Identify in the Annual Progress Report (APR) the results of the MLOC LOCATE, Adjusted MLOC, Desired Level of Care and reason for MLOC adjustment. |
| 1.2 By June 2022, improve the existence and functionality of Regional Cooperative Agreements (RCAs) and Transport | 1.2.1 Meet with each facility in the region to review facility's policies for patient transfers, transports agreements and their RCA. Provide technical assistance to those facilities that identify a need to improve RCA functionality and to those who do not have an existing RCA, and/or transfer and transport agreements. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.2.1 List in the APR data requested on status of RCA and technical assistance provided to facilities to improve the timely and safe transfer and transport of patients. |

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| Agreements at every facility in the region. | 1.2.2 Link higher-level hospitals in the region with lower-level hospitals to encourage communication and collaboration to improve timely and safe transports of high-risk patients. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.2.2 In the APR note what was done to encourage collaboration with hospitals in the region and the challenges faced with building collaboration among hospitals. |
| Collaboration | | | | |
| 1.3 By June 2022 strengthen regional, cross-regional and/or statewide communication and collaboration to support maternal and perinatal services through collaboration with local and state organizations, MCAH local health jurisdictions, and other State Programs. | 1.3.1 Attend and collaborate on two statewide Biannual RPPC meetings and monthly teleconference calls to promote the exchange of new ideas and to create collaborative opportunities to further a statewide integrated perinatal systems of care | 6/30/20 6/30/21 6/30/22 | RPPC Chair | 1.3.1 Participation will be tracked through meeting notes. RPPC Chair will attach meeting agenda to the Annual Report. |
| | 1.3.2 Collaborate with Comprehensive Perinatal Services Program (CPSP) PSCs, Local Health Jurisdiction MCAH Directors and Regional Breastfeeding Liaisons (RBLs) to build connections between hospital care and community services. | 6/30/20 6/30/21 6/30/22 | RPPC Directors And Coordinators | 1.3.2 Note in APR any action or collaboration conducted towards this effort. |
| | 1.3.3 Collaborate with Local MCAH Directors in the region to building understanding of MCAH programs and RPPC work in order to identify areas of collaboration. Educate MCAH Directors about the risk-appropriate care efforts and help them understand the ACOG/SMFM designation on MLOC. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.3.3 On the APR list number of collaborate efforts and identify areas of collaboration. |

**Exhibit A, Attachment I Scope of Work
July 1, 2019 - June 30, 2022**

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|-----------------|---|-------------------------------|---------------------------------|---|
| | 1.3.4 Collaborate with the California SIDs program to educate and support facilities to understand AAP guidance on Safe Sleep. Disseminate educational material and support facilities to model safe sleep practices and provide patient centered and culturally appropriate education on safe sleep. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.3.4 Note in the APR what assistance/education or support was provided to each facility to help them comply with current AAP guidance on Safe Sleep. |
| | 1.3.5 Collaborate with CDPH Vital Records to support and promote the Birth Certificate data entry training for hospital data entry clerks in your region. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.3.5 In the APR note your participation with the Birth Certificate Data Entry Trainings and recommendations for improvement. |

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July 1, 2019 - June 30, 2022**

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|--|---|-------------------------------|---------------------------------|---|
| Hospital Quality Improvement | | | | |
| 1.4 On an annual basis, perform site visits to 100% of all birth facilities in the region to support facilities with hospital quality improvement efforts based on existing data trends. | 1.4.2 Before each site visit, prepare facilities data profile using available maternal and neonatal data and other relevant data and resources to support and guide discussion with facility leadership about their specific quality improvement efforts. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.4.2 In the APR note any challenges or barrier to obtaining facilities profile data and recommendation on how the barriers can be addressed. |
| | 1.4.3 During the site visit promote and disseminate reports, materials and toolkits developed by CMQCC, CPQCC, ACOG, AAP, CDC, CDPH and other credible entities to support facilities quality improvement efforts. For those facilities needing assistance provide technical assistance to help them adapt resources to meet their unique need. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.4.3 In the APR list the tools provided to each facility and note technical assistance provided to adopt the tools to their specific needs. |
| | 1.4.4 Utilize available maternal and neonatal data to discuss infant mortality disparities in the region highlighting specific racial/ethnic disparities. Assist facilities to identify which racial/ethnic group in their region has the greatest disparities and identify possible institutional barriers or contributors to disparities in outcome and possible changes within their facility that can decrease the disparities. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.4.4 Note in the APR what racial/ethnic group each facility has chosen to focus on and what strategies each facility will be attempting to decrease the disparities. |

**Exhibit A, Attachment I Scope of Work
July 1, 2019 - June 30, 2022**

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|--|--|-------------------------------|---------------------------------|--|
| | 1.4.5 Coordinate collaboration between facilities with highest racial/ethnic disparity ratios for infant and maternal mortality rates with facilities in the region who have lower racial/ethnic disparity ratios to support improvement efforts. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.4.5 In the APR note what strategies/actions where conducted to link facilities with lower racial/ethnic disparities ratios to facilities with higher racial/ethnic disparity ratios. |
| | 1.4.6 Maintain and updated contact list for all facilities in your region. Upon MCAH request, distribute communication to your facilities contacts list. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.4.6 Submit and updated facilities contact list with the APR in the format provided by MCAH. |
| 1.5 Ensure that 100% of facilities are aware of the benefits of granting RPPC authorization to access the available maternal data. | 1.5.1 Coordinate and collaborate with maternal data system staff to identify facilities in your region that have not granted access to their data. Participate on training to understand the data and how to work with facilities to gain access to available maternal data. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.5.1 RPPC Directors will maintain documentation of three attempts to discuss participation from facilities not currently granting authorization. |
| | 1.5.2 Secure facilities authorization to gain access the available maternal and neonatal data for facilities in your RPPC regions. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.5.2 In the APR document the number of facilities for which access to the available maternal and neonatal data was secured during this reporting period |

**Exhibit A, Attachment I Scope of Work
July 1, 2019 - June 30, 2022**

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| Major Objective | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--|---|-------------------------------|---------------------------------|---|
| Breastfeeding | | | | |
| 1.6 By June 2022, increase the proportion of facilities implementing and maintaining practices compliant with Cal. Health and Safety Code § 123365 , Cal. Health and Safety Code § 123366 , and Cal. Health and Safety Code § 123366 . | 1.6.2 By facility, identify disparities in in-hospital infant feeding rates (initiation and exclusive breastfeeding) among racial/ethnic groups. Discuss and recommend interventions to reduce disparities tailored to each facility. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.6.2 In the APR, describe disparities identified and interventions discussed with each facility to reduce them. |
| | 1.6.3 Assist facilities to align their internal hospital breastfeeding policies, procedures and practices with Cal. Health and Safety Code § 123365, Cal. Health and Safety Code § 123366, and Cal. Health and Safety Code § 123366. Provide technical assistance and guidance, as needed to improve breastfeeding rates. | 6/30/20 6/30/21 6/30/22 | RPPC Directors and Coordinators | 1.6.3 In the APR briefly describe any assistance provided to facilities to help them improve their hospital breastfeeding policies. |

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Scope of Work Table
July 1, 2019 - June 30, 2022**

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- Goal 2: Under the direction of MCAH, maintain the California Diabetes and Pregnancy Program Sweet Success Resource and Training Center to provide diabetes education materials, resources and web-based trainings to CDAPP Sweet Success Affiliates and other practitioners serving women with diabetes during pregnancy.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--|---|----------|-------------------|---|
| 2.1 On an ongoing basis, convene and maintain the California Diabetes and Pregnancy Program (CDAPP) Sweet Success Stakeholder Group and the Sweet Success (SS) five Stakeholder workgroups to coordinate quality improvement recommendations and activities to improve perinatal outcome for women with diabetes during pregnancy. | 2.1.1. Modify the membership of the CDAPP Stakeholder Group as needed and convene at a minimum, one face-to-face meeting annually and conference calls as needed. Include a minimum of one woman diagnosed with gestational diabetes as a representative on the group and provide a travel incentive. | Ongoing | | 2.1.1. Request pre-approval from MCAH for all modifications to the CDAPP Stakeholder Group. In the Annual Progress Report (APR), provide for each stakeholder group the: <ul style="list-style-type: none"> a. Stakeholder Group Roster and the workgroup rosters with recommendations. b. Identify QI strategies c. Summarize issues including the planned and recommended changes for improvement. |

**Exhibit A, Attachment I
Scope of Work Table
July 1, 2019 - June 30, 2022**

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|--------------------|---|----------|-------------------|--|
| | 2.1.2. Modify the membership and convene conference calls as needed of the 5 SS Stakeholder groups below. a. <i>Medical Management:</i> Will review, and make recommendations for updates to CDAPP Guidelines for Care or recommend other resources for diabetes management. b. <i>Technology:</i> Will research and make recommendations for | Ongoing | | 2.1.2 In the Annual Report submit members list and meeting agendas. Identify recommendations from each group and receive approval from MCAH before any implementation. |

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Scope of Work Table
July 1, 2019 - June 30, 2022**

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| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--|---|-------------------------------|-------------------|--|
| | <p>innovative technology to support diabetes management.</p> <p>c. <i>Evaluation and Monitoring:</i> In collaboration with MCAH, design and implement a program evaluation and monitoring to support the success of the CDAPP SS Program.</p> <p>d. <i>Resources & Materials:</i> Identify, provide recommendations on revising or developing new CDAPP SS materials.</p> <p>e. <i>Maternal Weight:</i> Develop recommendations on developing and implementing strategies to improve preconception weight and maternal weight gain.</p> | | | |
| 2.2 On an ongoing basis, maintain and update the CDAPP SS Resource and Training Center website free of functional errors | 2.2.1 Maintain and update a web-based affiliate and trained provider locator system. Create an opt-out mechanism for trained credentialed providers who do not want to be | 6/30/20 6/30/21 6/30/22 | | 2.2.1 Submit an updated list of CDAPP SS affiliates and trained credentialed providers by county in the annual report. |

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Scope of Work Table
July 1, 2019 - June 30, 2022**

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| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--|--|-------------------------------|-------------------|---|
| and secured to prevent hacking and malware attacks. | listed on the website. | | | |
| | 2.2.2 Post the new, revised and/or translated CDAPP SS materials and training to the website. | 6/30/20 6/30/21 6/30/22 | | 2.2.2 Submit a list of new, updated or translated CDAPP SS materials added to the website in the annual report. |
| | 2.2.3 Market and expand reach for trainings, webinars and web resources to community programs that serve pregnant women. | Monthly | | 2.2.3 In the Annual Report submit a list of all community groups where the CDAPP SS program and/or trainings and materials were marketed and/or staff were trained. |
| 2.3 On an annual basis, update outdated CDAPP SS educational materials and other supplemental and technology-based materials used by | 2.3.1 Provide a current inventory of SS educational materials and other supplemental and technology based materials posted on the website resource center. | 6/30/20 6/30/21 6/30/22 | | 2.3.1 List in the APR an inventory of materials and resources provided on the website resource center. |

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| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--|---|-------------------------------|-------------------|--|
| providers, caregivers and clients. Develop new materials as needed. | 2.3.2 Working with the Medical Management, Technology, Weight-Gain & Resource, and Materials Workgroups review existing materials, develop new or revised materials. Materials must note development or revision date and be American Disability Act (ADA) Compliant. | 6/30/20 6/30/21 6/30/22 | | 2.3.2 In the APR, report status and a schedule of revised CDAPP SS educational materials for updating. All materials must be approved by MCAH before posting. |
| | 2.3.3. Develop new resources and trainings on weight management for pre-pregnant, pregnant and postpartum women. Include a preconception women's MY Plate handout (E & S) to promote optimal weight before pregnancy. | Ongoing | | 2.3.3 When completed, provide drafts of revised E & S CDAPP Sweet Success educational materials to MCAH for review and approval. Submit and report status of new materials and trainings developed in annual report. |
| 2.4 On an ongoing basis, provide a minimum of six core and four elective supplemental on-line training modules | 2.4.1 Develop, market, facilitate, and moderate on-line training modules on gestational diabetes and perinatal weight, as appropriate. | Ongoing | | 2.4.1 Submit revised trainings to MCAH for approval before using. |

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| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|---|--|----------|-------------------|---|
| on gestational diabetes to current CDAPP SS Affiliates. | 2.4.2 Using feedback from the CDAPP SS Stakeholder Workgroups update the training plan for core and supplemental trainings. <ol style="list-style-type: none"> a. Post new modules for online access and archive old trainings, as needed (may go beyond 2 years if materials are current) b. Track training attendance c. Develop a pre and post-test for each training that captures participant feedback. d. Conduct a six months follow-up participant's survey to determine usefulness of the training and changes in provider practice. e. In coordination with MCAH assess webinar content and make recommendations for updates. | Ongoing | | 2.4.2 In the AR, submit the training plan describing the core trainings and supplemental modules to be used. Include training goals and objectives. Including: <ul style="list-style-type: none"> • Dates of web-based trainings and topics covered. • Web links to the modules • Summary of the number of viewers, their professions, attendee locations. • Pre and Post Test findings with Provider feedback. |

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|--|---|-------------------------------|-------------------|---|
| | 2.4.3 In coordination with MCAH, provide certificate of training completion to providers or practitioners such as, but not limited to MD, RD, RN, MSW, who are not part of a CDAPP SS Affiliate. | Ongoing | | 2.4.3 In the APR, identify and provide a list of non-Affiliate provider or practitioners who received a certificate of completion. |
| 2.5 Annually, assess, update and assist CDAPP SS affiliates in maintaining a Memorandum of Understanding (MOU) as a current CDAPP Sweet Success affiliate. | 2.5.1 Track the MOU status of each CDAPP SS Affiliate to ensure compliance to CDAPP SS administrative standards. | 2/15/20 2/15/21 2/15/22 | | 2.5.1 By February 15th of the calendar year, submit a list of affiliates with current year signed MOUs to the MCAH/CDAP PC. |
| | 2.5.2. Conduct an annual Sweet Success Provider Profile Survey for affiliates to determine current affiliate personnel, completed trainings and total number of new and continuing clients served by the provider in the past calendar year. Include any affiliate requests for assistance, satisfaction and recommendations for improving the program. | 3/01/20 3/01/21 3/01/22 | | 2.5.2. By March 1 st of each year compile results from the survey. In the annual report, provide the total number of clients served during the past calendar year. Include MOUs and survey forms with the Annual Report. |

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|--------------------|---|-------------------------------|-------------------|--|
| | 2.5.3. Provide technical assistance to affiliates as requested. | 6/30/20 6/30/21 6/30/22 | | 2.5.3. Describe in the Annual Report, a summary of technical assistance provided to affiliates. |
| | 2.5.4. Provide a certificate of Good Standing to CDAPP SS Affiliates who maintain a current MOU and who have completed the on-line Annual Survey form. | 6/30/20 6/30/21 6/30/22 | | 2.5.4. In the Annual Report, list affiliates in good standing. |
| | 2.5.5 Work with MCAH, and DHCS to incorporate an easy referral system between CDAPP SS clients and the Diabetes Prevention Program or the Diabetes Self Management Education and Support Program. | Ongoing | | 2.5.5 Describe in the APR, a summary of referral system between CDAPP SS clients and DHCS Diabetes Prevention Program or the Diabetes Self Management Education and Support Program. |

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- Goal 3: Under MCAH direction, contractors will track and evaluate neonatal care during transport by maintaining the Northern or Southern California Perinatal Transport System (CPeTS) as well as participate and collaborate on quality improvement activities by organizing and maintain an expert panel to review and analyze collected data and consider new data elements to add to the current data collection system to address current and potential neonatal transport issues.

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| Two contracts will be awarded for objective 3.1- 3.3 : One for the North and one for the South perinatal transport system. | | | | |
| 3.1. The contractor will regularly convene, maintain and participate in the Regional Transport QI Committee, the CPeTS Executive Committee and maternal and perinatal quality care collaborative meetings to facilitate and coordinate high-risk transport quality improvement (QI) activities, care coordination, and analysis of outcome data. | 3.1.1 Convene, maintain and participate in the Regional Transport QI Committee at a minimum semi-annually to discuss access to appropriate level of care and quality improvement surrounding patient transports and other local perinatal transport QI issues and to disseminate QI improvement strategies identified with the CPeTS data or other resources. (There should be one QI Committee for the Norther and one for the Southern Region). | Semi- annually | | 3.1.1 In the APR, summarize local perinatal transport QI issues and document QI improvement strategies initiated based on analysis of CPeTS data or other resources. |

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| | 3.1.2 Convene, maintain and participate in the statewide CPeTS Executive Committee semi-annual meetings to evaluate the CPeTS and recommend changes. Leadership will alternate between north and south, beginning with the fall meeting hosted by the northern region. The agenda will be developed by the host and minutes will be taken by the non-host region. | Ongoing | | 3.1.2 Submit meeting agenda to the CPeTS Executive Committee and MCAH Program Consultant one week before the meeting and send drafted meeting minutes within two weeks following meetings to all participants and MCAH Program Consultant. |
| | 3.1.3 North and South contractors will collaborate to provide regions with QI tools (e.g., PowerPoint slide sets) based on needs identified in the CPeTS data. | Ongoing | | 3.1.3 In the APR, summarize QI activities and products implemented. Note: All materials for public release require prior MCAH approval. |
| | 3.1.4 North and South contractors will work collaboratively with the maternal and perinatal quality care collaborative to identify trends in CPeTS data for potential QI topics and activities. | Ongoing | | 3.1.4 In the APR, document trends in CPeTS data and identified potential QI topics. |

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| 3.2 Annually, the North and South contractor will collaborate to provide at least three data quality assurance trainings targeting hospital transport and data entry staff, CPeTS Directors, and RPPC Directors to ensure completeness and integrity of transport data being collected, entered, and reported. | 3.2.1 Ensure that CPeTS training reflects the current CPeTS system, including data collection forms, data entry, and data reports. | 6/30/20 6/30/21 6/30/22 | | 3.2.1 Submit the agenda for the CPeTS training to MCAH for review and approval two weeks before the scheduled trainings. Maintain copies of the agenda and curriculum in the Project office. |
| | 3.2.2 Train hospital transport staff and Regional RPPC Directors about data entry and utilization of CPeTS data to improve outcomes. | 6/30/20 6/30/21 6/30/22 | | 3.2.2 In the APR, document the number of training attendees at each location. Submit dates and locations of trainings to hospitals, MCAH, and RPPC Directors at least four weeks in advance. Within two weeks following trainings, submit to MCAH a summary of attendee evaluations, copies of which should be maintained in the Project office. Post archived training materials on the CPeTS website (perinatal.org). |

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| | 3.2.3. Provide ongoing technical assistance, including site visits as needed, to Regional RPPC Directors or hospitals. | Ongoing | | 3.2.3 In the APR, submit a summary of issues that required technical assistance, including the frequency of provision of assistance. |
| 3.3 On an ongoing basis the North and South contractor will monitor, maintain and support their regions real-time bed locator system. | 3.3.1 Monitor bed availability on the CPeTS website weekly. For hospitals that have not self-reported, provide technical assistance (TA) to ensure completion of updates. | Weekly | | 3.3.1 In the APR, document the number of hospitals requiring TA to comply with self-update to their bed availability on the website. Summarize the TA provided. |
| | 3.3.2. Generate monthly bed availability reports by facility and share with facilities along with a comparison to similar reporting hospitals, as needed. | Ongoing | | 3.3.2 In the APR, document changes in monthly trends of bed availability and data elements. |

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| | 3.3.3 Maintain an up-to-date electronic Newborn Intensive Care Directory with listings of Perinatal Unit Directors, Nurse Managers, Transport Coordinators, and local Emergency Medical Services (EMS) Directors. Update this information on the CPeTS website every 6 months. | Semi-annually | | 3.3.3 In the APR, submit the link to the updated directory. |
| | 3.3.4 Facilitate the transports of high-risk maternity patients and critically ill infants as requested. | Ongoing | | 3.3.4 In the APR, summarize requests for assistance with transports. |
| For objective 3.4 Only one contract will be awarded to either of the successful contractor for 3.1 | | | | |
| 3.4 On a real-time basis, maintain a 24 hours a day, seven days a week web-based locator system to facilitate the transport of critically ill infants and high-risk obstetric patients to tertiary hospitals, using confidential hospital access codes. | 3.4.1 Respond to website issues within 24 hours of identification and provide a timeline with a reasonable time for repair. | Ongoing | | 3.4.1 In the APR, note major issues with the website and recommendations for system changes or improvement to prevent similar problems in the future. |
| | 3.4.2 Participate with other California Perinatal Transport System contractors and the State to plan and resolve website issues as requested. | Ongoing | | 3.4.2 In the APR, note any collaborative efforts to resolve website issues. |

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| | 3.4.3 Upload documents, and revise program information to applicable links as requested. | Ongoing | | 3.4.3 In the APR, note any challenges with uploading documents to the website or revising program information. |
| | 3.4.4 Provide daily differential backup of the website data Saturday through Thursday and a full back up every Friday. | Ongoing | | 3.4.4 In the APR note any challenges or recommendations for improvement to ensure appropriate and necessary website backup. |
| For objective 3.5 Only one contract will be awarded to either of the successful contractor from 3.1 | | | | |
| 3.5 On an ongoing basis, maintain a web-based data entry system to allow timely entry and analysis of CPeTS neonatal transport data. Ensure website runs smoothly, is free of functional errors and secured. | 3.5.1 Maintain and update the data entry system for CPeTS neonatal transport data collection, to allow timely data entry, analysis, and report capabilities, based on recommendations from the CPeTS Data Advisory Committee (composed of data entry staff from member institutions). | Ongoing | | 3.5.1 In the APR, summarize maintenance activities, data collection, analysis, and report capabilities. |

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| | <p>3.5.2 Conduct an annual system evaluation to assess data quality and validity and produce a report of findings by:</p> <ul style="list-style-type: none"> a. Auditing data to ensure sites are entering data correctly and in a timely manner; b. Providing technical assistance (TA) to correct outpoints; c. Analyzing data for quality and validity. d. Focus group with hospital staff who utilize and enter data | 6/30/19 | | <p>3.5.2 In the APR, submit audit findings and any recommended data collection changes. Topics or problems that required TA, including their frequency. Describe how these situations were addressed or corrected. CPeTS evaluation report, including the methodology used for data analysis.</p> |
| | <p>3.5.3 Review and revise (as needed) the methodology for a risk-adjusted data report.</p> | Ongoing | | <p>3.5.3 In the APR, summarize revisions to the methodology used in the risk-adjusted data report.</p> |
| | <p>3.5.4 Maintain and revise (as needed) information in the CPeTS Neonatal Transport data report. If a report is developed, post new report on the contractors website.</p> | Ongoing | | <p>3.5.4. Submit revisions of the CPeTS report to MCAH prior to implementation and posting.</p> |

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- Goal 4: In collaboration with MCAH, implement the strategies outlined in the newly develop plan to guide establishment of maternal levels of care, as defined by American Congress of Obstetricians and Gynecologist and Society for Maternal-Fetal Medicine Obstetric Care (ACOG/SMFM) most recent consensus document.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--|---|------------------------|-------------------|--|
| 4.1 In the first six months of this contract, in Collaboration with MCAH, establish an Implementation Stakeholder Committee to guide the successful implementation of the newly developed Maternal Risk Appropriate Care Plan to establish maternal levels of care and update the existing RCA Handbook to improve maternal and neonatal transport between facilities. | 4.1.1 The contractor will consider the existing Maternal Risk-Appropriate Care and Transport Advisory Committee (MRAC) when planning the development of the MRAC Implementation Stakeholder Committee. | 10/1/2019 | | 4.1.1 Submit proposed MRACR Advisory Committee member's roster and invitation to participate to MCAH for approval. |
| | 4.1.2 In the first six months of the contract, in collaboration with MCAH the contractor will plan and host one in person kick-off meeting with the newly formed MRAC Implementation Stakeholder Committee. | 1/15/2020 | | 4.1.2 Submit meeting notice/invitation and meeting agenda and meetings materials to MCAH for approval. |
| | 4.1.3 On years two and three of the contract, in collaboration with MCAH plan and host an annual planning meeting with the MRAC Implementation Stakeholder Committee. | 6/30/2021 6/30/2022 | | 4.1.3 Submit meeting notice, agenda and meeting materials to MCAH for review and approval at least one month before the meeting. In the APR, submit a summary of outcomes for the year and recommendation for change and area of focus in upcoming year. |

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|--------------------|--|-----------|-------------------|--|
| | 4.1.4 Plan and host at a minimum bi-monthly conference calls with MRAC Implementation Stakeholder Committee. | Ongoing | | 4.1.4 Submit meeting agenda and materials to MCAH for review and approval at least 2 weeks before meeting date. |
| | 4.1.5 Review current RCA Handbook and update the current RCA handbook to improve maternal and neonatal transport and transfer between facilities to ensure risk-appropriate care for both mother and baby. | Ongoing | | 4.1.5 Submit list of recommended revision to the handbook in order of priority from highest to lowest. Consult with MCAH and/ or DHCS as needed, while developing the recommendations. |
| | 4.1.6 Develop a report summarizing the work done within the contract period, lessons learned and recommendations for further work to be done beyond this contract period. | 6/30/2022 | | 4.1.6 Submit final report to MCAH at the end of the contract period as par to the Annual Report. |

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- Goal 5: Under the direction of MCAH, support and sustain a statewide collaborative of public and private entities that combine clinical medicine, population health and systems of care to promote quality improvement efforts in neonatal health.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|---|---|-----------|-------------------|---|
| 5.1 Provide administrative support to an identified perinatal quality care collaborative to support regional perinatal quality improvement. | 5.1.1 Facilitate continual collaboration, cooperation, and participation of stakeholders by scheduling and organizing quarterly meetings, conference calls, or webinars related to regional perinatal QI issues. Maintain an infrastructure for timely correspondence and communication with members. | Ongoing | | 5.1.1 Summarize dates and activities of committee and workgroup meetings and conference calls. Maintain documents on-site in the contractor's office. |
| | 5.1.2. Identify the perinatal quality care collaborative as well as schedule and hold quarterly meetings, rotating physical locations to meet the needs of members. Planning to include: a. Arranging meeting locations and times. b. Building agenda and securing speakers/content experts. Add one Public Health topic to each meeting agenda. c. Maintaining a support staff in attendance at all meetings. | Quarterly | | 5.1.2 Submit annual meeting calendar to MCAH in first quarter of each contract year and quarterly agendas developed in collaboration with MCAH. Submit the perinatal quality care collaborative member list to MCAH for final approval. |

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- Goal 5: Under the direction of MCAH, support and sustain a statewide collaborative of public and private entities that combine clinical medicine, population health and systems of care to promote quality improvement efforts in neonatal health.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--|--|-------------------------------|-------------------|--|
| | 5.1.3 Draft and distribute reference documents, meeting minutes for member approval, and recommendations. | Quarterly | | 5.1.3 Submit copies of reference documents, recommendations, and approved minutes and maintain copies on-site, in the contractor's office. |
| | 5.1.4 Attend appropriate forums to enhance community-wide participation, such as the annual pre-meeting of the California Association of Neonatologists (CAN). | 6/30/20 6/30/21 6/30/22 | | 5.1.4 Submit in the APR dates and types of forums attended. |
| 5.2 Strengthen regional, cross-regional communication and collaboration to support regional perinatal quality improvement. | 5.2.1 Provide regular and ongoing communication to perinatal health community, including other RPPC Regional Directors and local MCAH Directors. | Ongoing | | 5.2.1 Submit a recap of information and communication format used to reach RPPC Directors, local MCAH Directors and perinatal community. |

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| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--------------------|--|----------|-------------------|--|
| | 5.2.2 Maintain and regularly update web-based resources for practitioners, institutions or the general public on improving neonatal care. | Monthly | | 5.2.2 Submit a list of updated web-based resources on a monthly basis. Track updates, new additions to the website, number and duration of hits. |
| | 5.2.3 Email updates to stakeholders and facilities on issues pertinent to quality improvement in neonatal care. | Ongoing | | 5.2.3 Identify the recipients and topics of the email and include MCAH/RPPC PC in the email distribution. |
| | 5.2.4 Maintain or develop an infrastructure for data planning, collection, monitoring and evaluation of neonatal and infant data or partnership with organization(s) who collect perinatal data, and develop and distribute data reports to local facilities, RPPC Regional Directors, local MCAH Directors, and state MCAH, for local perinatal quality improvement (QI) efforts. The data should be collected and analyzed to allow identification of health disparities among racial, ethnic, geographic, socioeconomic, and other groups so that barriers to | Annually | | 5.2.4 Summarize activities on distribution of data reports and summarize potential hospitals, counties, or populations for potential quality improvement efforts. Share data reports annually with state MCAH and other pertinent reports, as appropriate. |

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| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--------------------|--|--|-------------------|--|
| | health equity can be removed. | | | |
| | 5.2.5 Host webinars for, RPPC staff, MCAH Directors, and state MCAH to highlight best practices and opportunities to implement perinatal quality improvement projects or initiatives, including education on the role of RPPC. | Annually | | 5.2.5 Submit training agenda, slides, resources, and evaluation summary. |
| | 5.2.6 In coordination with MCAH, conduct trainings for RPPC Directors and RPPC staff to enhance their understanding of perinatal data and related resources and opportunities for local hospital QI efforts. | At least two trainings during contract period; by Nov 2019 and by Nov 2021 | | 5.2.6 Submit training date(s), slides, attendance, and evaluation summary. |

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Scope of Work Table
July 1, 2019 - June 30, 2022

Contractor's participation is indicated by the marked check box(es) beside the Goal/s that the Contractor shall work toward achieving. The contractor shall work toward achieving the following goals and will accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed *methods* to focus on process and/or outcome.

- Goal 6: Under the direction of MCAH, support and sustain a statewide collaborative of public and private entities that combine clinical medicine, population health and systems of care to promote quality improvement efforts in maternal health.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|---|---|-----------|-------------------|--|
| 6.1 Provide administrative support to an identified maternal quality care collaborative to support regional maternal quality improvement. | 6.1.1 Facilitate continual collaboration, cooperation, and participation of stakeholders by scheduling and organizing quarterly meetings, conference calls, or webinars. | Ongoing | | 6.1.1 Summarize to the MCAH/RPPC PC, dates and activities of committee meetings and conference calls. Maintain documents on-site in the contractor's office. |
| | 6.1.2. Identify the maternal quality care collaborative as well as schedule and hold quarterly meetings, rotating physical locations to meet the needs of members. Planning to include: a. Arranging meeting locations and times. b. Building agenda and securing speakers/content experts. Add one Public Health topic to each meeting agenda. c. Maintaining a support staff in attendance at all meetings. | Quarterly | | 6.1.2 Submit annual meeting calendar to MCAH in first quarter of each contract year and quarterly agendas developed in collaboration with MCAH. Submit final maternal quality care collaborative member list to MCAH for approval. |

**Exhibit A, Attachment I
Scope of Work Table
July 1, 2019 - June 30, 2022**

Contractor's participation is indicated by the marked check box(es) beside the Goal/s that the Contractor shall work toward achieving. The contractor shall work toward achieving the following goals and will accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed *methods* to focus on process and/or outcome.

- Goal 6: Under the direction of MCAH, support and sustain a statewide collaborative of public and private entities that combine clinical medicine, population health and systems of care to promote quality improvement efforts in maternal health.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|---|---|-----------|-------------------|---|
| | 6.1.3 Draft and distribute reference documents, meeting minutes for approval, and recommendations. | Quarterly | | 6.1.3 Maintain copies of reference documents, recommendations, and approved minutes on-site, in the contractor's office. |
| 6.2 Strengthen regional, cross-regional communication and collaboration to support regional maternal quality improvement. | 6.2.1 Provide regular and ongoing communication to maternal health community (in-patient and out-patient maternity care providers), including other RPPC Regional Directors and local MCAH Directors. | Ongoing | | 6.2.1 Provide to the MCAH/RPPC PC, a list of information and communication format used to reach RPPC Directors, local MCAH Directors and maternal health community. |
| | 6.2.2 Maintain and regularly update web-based resources for practitioners, institutions or the general public on improving maternity care. | Monthly | | 6.2.2 Provide a list of updated web-based resources on a monthly basis to the MCAH/RPPC PC. Track updates, new additions to the website, number and duration of hits. |
| | 6.2.3 Email updates to stakeholders and facilities on issues pertinent to quality improvement in maternity care. | Ongoing | | 6.2.3 Identify the recipients and topics of the quarterly email updates on a quarterly basis to the MCAH/RPPC PC. |

**Exhibit A, Attachment I
Scope of Work Table
July 1, 2019 - June 30, 2022**

Contractor's participation is indicated by the marked check box(es) beside the Goal/s that the Contractor shall work toward achieving. The contractor shall work toward achieving the following goals and will accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed *methods* to focus on process and/or outcome.

- Goal 6: Under the direction of MCAH, support and sustain a statewide collaborative of public and private entities that combine clinical medicine, population health and systems of care to promote quality improvement efforts in maternal health.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--------------------|--|--|-------------------|---|
| | 6.2.4 Educate hospitals on the role of RPPC in supporting hospitals with quality improvements and the importance of authorizing RPPC Directors access to the hospital data on maternal data collection system. | Ongoing | | 6.2.4 List on the APR the type of education provided to hospitals, include date, event format and number of hospitals participating |
| | 6.2.5 Conduct one webinar training for RPPC Directors and Coordinator to enhance their understanding of maternal data and help them identify opportunities for hospital quality improvement. This webinar will include information on the maternal data collection system and how to work with facilities to gain authorization to view each facilities hospital data. | No later than November of each contract year | | 6.2.5 Submit identified opportunities for improvement and share with RPPC director by November of each fiscal year. |
| | 6.2.6 Create data dashboards based on available maternal data for each hospital and make them accessible to CDPH/MCAH and all RPPC Directors annually before the month of November to be used on RPPC annual site visits. | 6/30/20 6/30/21 6/30/22 | | 6.2.6 Completeness of dashboards will be tracked by MCAH RPPC Coordinator. |

**Exhibit A, Attachment I
Scope of Work Table
July 1, 2019 - June 30, 2022**

Contractor's participation is indicated by the marked check box(es) beside the Goal/s that the Contractor shall work toward achieving. The contractor shall work toward achieving the following goals and will accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed *methods* to focus on process and/or outcome.

- Goal 7: Administer the 14 question Maternal Levels of Care Module from the CDC LOCATE Tool and up to four additional questions on regional cooperative agreements and transport agreements to all facilities in California using a scientifically rigorous method.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--|--|------------------|--|--|
| 7.1 Once during the 2019-22 contract period, administer the 14 question Maternal Levels of care Module of the most recent (Version 8 or 9) CDC LOCATe Tool to all facilities in California with at least 50 births, and additional facilities as they desire to participate, within 5 percent of the 2016 responses (n=229). | 7.1.1 Prepare letters soliciting participation and data usage/ opt out procedures as needed. Coordinate with MCAH and other partners (TBD, such as RPPC Directors) for facility contact information. | Once (2019-2022) | Agency Project Coordinator and/or designated staff | 7.1.1 Letters developed, submitted to MCAH for approval and disseminated. |
| | 7.1.2 Train agency staff on the Maternal Levels of Care module in the most recent version of the CDC LOCATe instrument. Use training resources from CDC as available; may be coordinated with Goal 1.1.1. | Ongoing | Agency Project Coordinator and/or designated staff | 7.1.2 Participation will be tracked through training registration. |
| | 7.1.3. Develop a web or internet-based data collection platform with sound scientific and data quality practices. The platform may be a new development, or an adaptation of an existing, tested LOCATe data collection resource, such as those available from the CDC. The data collection platform will include the 14 question maternal LOCATe module, up to four additional questions to assess transport agreements and | Ongoing | Agency Project Coordinator, lead scientist or programmer | 7.1.3. Data platform is tested and developed. Platform includes a mechanism for calculating MLOC and generating a calculated MLOC variable |

**Exhibit A, Attachment I
Scope of Work Table
July 1, 2019 - June 30, 2022**

Contractor's participation is indicated by the marked check box(es) beside the Goal/s that the Contractor shall work toward achieving. The contractor shall work toward achieving the following goals and will accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed *methods* to focus on process and/or outcome.

- Goal 7: Administer the 14 question Maternal Levels of Care Module from the CDC LOCATE Tool and up to four additional questions on regional cooperative agreements and transport agreements to all facilities in California using a scientifically rigorous method.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--------------------|--|----------|--|---|
| | regional cooperative agreements based on the 2016 Environmental Scan and provided by MCAH, and the algorithm for calculating and displaying the MLOC. | | | |
| | 7.1.4 Conduct training on data platform and data collection with people who will respond to questions, facilitate data collection, and /or participate in follow up data collection activities. This may include RPPC directors or their designees, funded agency staff monitoring the data collection and technical assistance, or funded agency staff assigned to follow up data collection. | Ongoing | Agency Project Coordinator, lead scientist or programmer | 7.1.4. Training is conducted. List of participants submitted with final report. |
| | 7.1.5. Collect LOCATe data using sound, rigorous data collection methods. Data collection methods are subject to approval by MCAH prior to data collection commencing. Include nurse managers as the primary respondent and solicit joint participation by facility physicians. Other facility representatives may participate as needed. Collect data from (+/-) 5% of the 2016 sample | Ongoing | Agency Project Coordinator, lead scientist or programmer | 7.1.5 Document attainment of sample with complete data. Document physician participation and attempted contacts to physicians for facilities without physician participation. |

Exhibit A, Attachment I
Scope of Work Table
July 1, 2019 - June 30, 2022

Contractor's participation is indicated by the marked check box(es) beside the Goal/s that the Contractor shall work toward achieving. The contractor shall work toward achieving the following goals and will accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed *methods* to focus on process and/or outcome.

- Goal 7: Administer the 14 question Maternal Levels of Care Module from the CDC LOCATE Tool and up to four additional questions on regional cooperative agreements and transport agreements to all facilities in California using a scientifically rigorous method.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--------------------|---|----------|--|--|
| | (n=229). Review data for completeness and follow up with facilities as needed to generate a MLOC. | | | |
| | 7.1.6 Document data collection methods, sample size and response rate, and reliability of the calculated MLOC variable. Documentation of methods must be of scientific quality, supported with citations when appropriate (such as for referencing data collection methodological choices), sufficient to guide methodological replication in future years, and document methods should the MLOC data be used for other research projects. MCAH will have up to three review/comment/approval cycles. | Ongoing | Agency Project Coordinator, lead scientist or programmer | 7.1.6 Submit Report to MCAH for review and approval. |

Exhibit A, Attachment I
Scope of Work Table
July 1, 2019 - June 30, 2022

Contractor's participation is indicated by the marked check box(es) beside the Goal/s that the Contractor shall work toward achieving. The contractor shall work toward achieving the following goals and will accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed *methods* to focus on process and/or outcome.

- Goal 7: Administer the 14 question Maternal Levels of Care Module from the CDC LOCATE Tool and up to four additional questions on regional cooperative agreements and transport agreements to all facilities in California using a scientifically rigorous method.

| Major Objective(s) | Major Functions, Tasks, And Activities | Timeline | Staff Responsible | Performance Measure and/or Deliverables |
|--------------------|--|----------|--|---|
| | 7.1.7. Prepare LOCATe data for transfer to MCAH. Data should be in an excel or SAS flat file. Data file should include all collected data fields, the calculated MLOC, and an identification code for linking (TBD OSHPED, BSMF confirm). Include a data dictionary or other comparable documentation. Transfer all data to MCAH and clear stored data. (Note: application to use the collected data can be arranged through a Data Use Agreement with MCAH separately from this contract to collect the maternal LOCATe data). The agency may retain the data collection platform developed in 7.1.3. | Ongoing | Agency Project Coordinator, lead scientist or programmer | 7.1.7 Submit formatted, cleaned raw data set and data dictionary to MCAH. |

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. 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 Line Items amounts specified in Attachments I, II and III of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted not more frequently than thirty (30) calendar days following the end of each month unless the program contract manager agrees to an alternate deadline in writing.

California Department of Public Health
Maternal, Child and Adolescent Health
MS 8305
1615 Capitol Avenue, PO Box 997420
Sacramento, CA and 95899-7420

- D. 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 activities performed and are in accordance with Exhibit A.
 - 2) Invoices must be submitted to CDPH electronically (email: MCAHInvoices@cdph.ca.gov) using a Microsoft Excel Budget/Invoice Template provided by CDPH. Hard copies are not required.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Bear the Contractor's name as shown on the Agreement.
 - 5) Show a unique invoice number assigned by the Contractor.
 - 6) Show the Agreement number assigned by CDPH.
 - 7) Show the Contractor's remittance address.
 - 8) 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.

DI. Amounts Payable

The amounts payable under this agreement shall not exceed:

- 1) \$XXX,XXX for the budget period of 07/01/19 through 06/30/20.
- 2) \$XXX,XXX for the budget period of 07/01/20 through 06/30/21.
- 3) \$XXX,XXX for the budget period of 07/01/21 through 06/30/22.

Exhibit B
Budget Detail and Payment Provisions

F. Payment Withholds

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater. Such retained amount shall be held by CDPH and only released to the Contractor upon determination by the RPPC Program Consultant that the Contractor has satisfactorily completed all of the required services as stated on the Scope of Work. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. 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", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. 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.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit I)**".

5. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal

Exhibit B
Budget Detail and Payment Provisions

agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

- C. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- D. The Contractor shall adhere to State requirements regarding the process requesting approval to line item shifts.
- E. Line item shifts may be proposed/requested by either the State or the Contractor.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted 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 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.

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this 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 agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B
Budget Detail and Payment Provisions

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR 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. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

9. Restrictions on the Use of Federal Block Grant Funds

Pursuant to 42 U.S.C. Section 704, Contractor shall not use funds provided by the agreement to:

- A. Provide inpatient services;
- B. Make cash payment to intended recipients of health services;
- C. Purchase or improve land, purchase, construct or permanently improve any building or other facility or purchase major medical equipment;
- D. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
- E. Provide financial assistance to any entity other than a public or nonprofit private entity for research or training services; or
- F. Make payment for any item or service (other than an emergency item or service) furnished by; 1) an individual or entity during the period such individual or entity is excluded from participation in any other federally funded program, or 2) at the medical direction or on the prescription of a physician during the period when the physician is excluded from participation in any other federally funded program.

10. Federal Funded Agreement

Health Resources and Services Administration (HRSA) requires grantees to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

“This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (CFDA 93.994, Title V Maternal and Child Health Services Block Grant Program, **\$1 (one dollar) total award amount**). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.”

Contractors are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or

Exhibit B
Budget Detail and Payment Provisions

programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

Currently, the standard term is The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**Exhibit B, Attachment I
Budget (Year 1)
(07/01/19 through 06/30/20)**

Personnel

| <u>Position Title and Number of each</u> | <u>Annual Salary</u> | <u>FTE %</u> | <u>Annual Cost</u> |
|--|-----------------------|----------------------------|--------------------|
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | Total Salaries | | \$ 0 |
| | | Fringe Benefits (%) | \$ 0 |
| | | Total Personnel | \$ 0 |

Operating Expenses

| | |
|---|-------------|
| Travel (mileage, airfare, per diem, lodging, parking, toll bridge fees, taxicab fares and car rental) (Goals 1,2,4,5,6,7 in SOW) | \$ 0 |
| Training (any non-state sponsored training requires prior MCAH PC approval) (Goals 1,2,3,4,7 in SOW) | \$ 0 |
| General Expenses (office supplies, communications, postage, photocopying and software, equipment <\$5k/unit) (Goals 1-7 in SOW) | \$ 0 |
| Space Rent/Lease (total staff FTE's x up to 200 sq. ft. x up to \$2.00 per sq. ft. x 12 months) (Goals 1-7 in SOW) | \$ 0 |
| Audit (Goals 1-7 in SOW) | \$ 0 |
| Total Operating Expenses | \$ 0 |

Capital Expense (major equipment >\$5,000)

| | |
|------------------------------|-------------|
| | \$ 0 |
| Total Capital Expense | \$ 0 |

Other Costs

| | |
|--|-------------|
| Educational Materials (booklets, forms and pamphlets) (Goals 1,2,4,5,6,7 in SOW) | \$ 0 |
| Subcontractor (Goals 1-7 in SOW) | \$ 0 |
| Honorariums (Goals 1-7 in SOW) | \$ 0 |
| Total Other Costs | \$ 0 |

Indirect Costs (15.00% of Total Personnel)

| | |
|--------------|-------------|
| | \$ 0 |
| Total | \$ 0 |

**Exhibit B, Attachment II
 Budget (Year 2)
 (07/01/20 through 06/30/21)**

Personnel

| <u>Position Title and Number of each</u> | <u>Annual Salary</u> | <u>FTE %</u> | <u>Annual Cost</u> |
|--|----------------------------|--------------|--------------------|
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | Total Salaries | | \$ 0 |
| | Fringe Benefits (%) | | \$ 0 |
| | Total Personnel | | \$ 0 |

Operating Expenses

| | | |
|---|-----------|----------|
| Travel (mileage, airfare, per diem, lodging, parking, toll bridge fees, taxicab fares and car rental) (Goals 1,2,4,5,6,7 in SOW) | \$ | 0 |
| Training (any non-state sponsored training requires prior MCAH PC approval) (Goals 1,2,3,4,7 in SOW) | \$ | 0 |
| General Expenses (office supplies, communications, postage, photocopying and software, equipment <\$5k/unit) (Goals 1-7 in SOW) | \$ | 0 |
| Space Rent/Lease (total staff FTE's x up to 200 sq. ft. x up to \$2.00 per sq. ft. x 12 months) (Goals 1-7 in SOW) | \$ | 0 |
| Audit (Goals 1-7 in SOW) | \$ | 0 |
| Total Operating Expenses | \$ | 0 |

Capital Expense (major equipment >\$5,000)

| | | |
|------------------------------|-----------|----------|
| | \$ | 0 |
| Total Capital Expense | \$ | 0 |

Other Costs

| | | |
|--|-----------|----------|
| Educational Materials (booklets, forms and pamphlets) (Goals 1,2,4,5,6,7 in SOW) | \$ | 0 |
| Subcontractor (Goals 1-7 in SOW) | \$ | 0 |
| Honorariums (Goals 1-7 in SOW) | \$ | 0 |
| Total Other Costs | \$ | 0 |

Indirect Costs (15.00% of Total Personnel)

| | | |
|--------------|-----------|----------|
| | \$ | 0 |
| Total | \$ | 0 |

**Exhibit B, Attachment III
Budget (Year 3)
(07/01/21 through 06/30/22)**

Personnel

| <u>Position Title and Number of each</u> | <u>Annual Salary</u> | <u>FTE %</u> | <u>Annual Cost</u> |
|--|-----------------------|----------------------------|--------------------|
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | \$ 0 | 0% | \$ 0 |
| | Total Salaries | | \$ 0 |
| | | Fringe Benefits (%) | \$ 0 |
| | | Total Personnel | \$ 0 |

Operating Expenses

| | | |
|---|-----------|----------|
| Travel (mileage, airfare, per diem, lodging, parking, toll bridge fees, taxicab fares and car rental) (Goals 1,2,4,5,6,7 in SOW) | \$ | 0 |
| Training (any non-state sponsored training requires prior MCAH PC approval) (Goals 1,2,3,4,7 in SOW) | \$ | 0 |
| General Expenses (office supplies, communications, postage, photocopying and software, equipment <\$5k/unit) (Goals 1-7 in SOW) | \$ | 0 |
| Space Rent/Lease (total staff FTE's x up to 200 sq. ft. x up to \$2.00 per sq. ft. x 12 months) (Goals 1-7 in SOW) | \$ | 0 |
| Audit (Goals 1-7 in SOW) | \$ | 0 |
| Total Operating Expenses | \$ | 0 |

Capital Expense (major equipment >\$5,000)

| | | |
|------------------------------|-----------|----------|
| | \$ | 0 |
| Total Capital Expense | \$ | 0 |

Other Costs

| | | |
|--|-----------|----------|
| Educational Materials (booklets, forms and pamphlets) (Goals 1,2,4,5,6,7 in SOW) | \$ | 0 |
| Subcontractor (Goals 1-7 in SOW) | \$ | 0 |
| Honorariums (Goals 1-7 in SOW) | \$ | 0 |
| Total Other Costs | \$ | 0 |

Indirect Costs (15.00% of Total Personnel)

| | | |
|--------------|-----------|----------|
| | \$ | 0 |
| Total | \$ | 0 |

Exhibit D
Special Terms and Conditions
(Rev 6/16)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

| | |
|--|---|
| 1. Procurement Rules | 11. Officials Not to Benefit |
| 2. Equipment Ownership / Inventory / Disposition | 12. Prohibited Use of State Funds for Software |
| 3. Subcontract Requirements | 13. Contract Uniformity (Fringe Benefit Allowability) |
| 4. Income Restrictions | 14. Cancellation |
| 5. Site Inspection | |
| 6. Intellectual Property Rights | |
| 7. Prior Approval of Training Seminars, Workshops or Conferences | |
| 8. Confidentiality of Information | |
| 9. Documents, Publications, and Written Reports | |
| 10. Dispute Resolution Process | |

Exhibit D
Special Terms and Conditions

1. Procurement Rules

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

a. Equipment definitions

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

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

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

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, 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 g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

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

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

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision 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,

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officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor 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 at any time.
- g. For all purchases, the Contractor 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 for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

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

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

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

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor

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shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

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

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

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

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- (d) The Contractor 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, 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.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. 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 exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

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- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

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

5. 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 services performed.

6. Intellectual Property Rights

a. Ownership

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

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Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

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

e. Warranties

(1) Contractor represents and warrants that:

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

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

f. Intellectual Property Indemnity

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

g. Survival

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

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7. Prior Approval of Training Seminars, Workshops or Conferences

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

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

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

9. Documents, Publications and Written Reports

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

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all

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contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH 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.

11. Officials Not to Benefit

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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.

12. Prohibited Use of State Funds for Software

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

Exhibit D
Special Terms and Conditions

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

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

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

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

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

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

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

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

Exhibit D
Special Terms and Conditions

- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, 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

1. Additional Incorporated Documents

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

[Regional Perinatal Program of California \(RPPC\) Fiscal Year 2019-2022 Request for Application \(RFA\) #19-10044](#)

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

Exhibit E
Additional Provisions

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The 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. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E
Additional Provisions

- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

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

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

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | |
|--------------------|---|
| | |
| Name of Contractor | Printed Name of Person Signing for Contractor |
| Contract Number | Signature of Person Signing for Contractor |
| Date | Title |

After execution by or on behalf of Contractor, please return to:

California Department of Public Health
Candice Shimanek
Contract Manager
Contract Administrative Oversight
Maternal, Child and Adolescent Health Division
P.O. Box 997420, MS 8305
Sacramento, CA 95899-7420

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

| | | |
|---|---|---|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p> | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier ____, if known:</p> <p>Congressional District, If known:</p> | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p> | |
| <p>6. Federal Department/Agency</p> | <p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> <p style="padding-left: 40px;">\$</p> | |
| <p>10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p> | <p>b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i></p> | |
| <p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p> | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p> | |
| <p>Federal Use Only</p> | | <p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p> |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

INSTRUCTIONS FOR CDPH 1203 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Public Health Administrative Manual (PHAM)*, Section 1-1030 and Section 1-1070.)

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

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.
2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:
 - A. **Major Equipment:**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.
 - B. **Minor Equipment/Property:** Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)
3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH.
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services.
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 341-6168.
7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Public Health Administrative Manual (PHAM)*, Section 1-1000 and Section 3-1320.)

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

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See PHAM, Section 1-1020.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See PHAM, Section 1-1050.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;
 - A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)
 - B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.
2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See PHAM, Section 17-4000.)
3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, Sacramento, CA 95899-7377.
5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.

Exhibit I
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:
“Breach” means:
 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: “Confidential information” means information that:
 1. does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
 - C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein):
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

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CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor 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 Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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| CDPH Program Contract Manager | CDPH Privacy Officer | CDPH Chief Information Security Officer |
|--|--|--|
| See the Scope of Work exhibit for Program Contract Manager | Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634 | Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016 |

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary

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word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

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

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

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

3. Audit Controls

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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

Exhibit I
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

**EXHIBIT J
PROGRESS REPORT TRANSMITTAL**

1. Agency should duplicate this form
To prepare reports.

**SUBMIT ORIGINAL and 2
COPIES (including all
attachments) to:**

**(CONTRACT MANAGER)
Maternal, Child and Adolescent
Health Division
P.O. Box 997420, MS 8305
Sacramento, CA 95899-7420**

2. Check all programs included in this report.

AFLP
 ASPPP
 PREP
 I&E
 DATA
 RPPC/CDAPP/PRAMS
 FIMR
 SIDS
 SPRO-OTHER _____

3. REPORT PERIOD

JULY TO DECEMBER, 20____
 JANUARY TO JUNE, 20____
 OTHER (SPECIFY)

4. CONTRACT NUMBER – 19-10XXX

5. AGENCY NAME AND ADDRESS

6. AGENCY REPRESENTATIVE PREPARING REPORT

NAME:

TITLE:

PHONE:

FAX:

Check if new Agency address or phone number

INSTRUCTIONS

Items 1-6 Self-Explanatory

Item 7 ATTACH NARRATIVE STATEMENT OF PROJECT PROGRESS TO THIS FORM: The narrative must include the following:

- a. Summarize progress made to date toward meeting each objective, as specified in the Scope of Work, Exhibit A.
- b. Briefly describe any problems encountered implementing the objective. Outline strategies for dealing with the unresolved problems. Discuss personnel transactions (including vacancies) which have had an impact on meeting the objective.
- c. Address any issues needing the special attention of State staff.

CERTIFICATION BY PROJECT DIRECTOR:

I certify that the information presented in this report accurately reflects the current status of this project to the best of my knowledge.

Original Signature _____
(Project Director)

Date _____

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

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program