AGREEMENT BETWEEN COUNTY OF SANTA CLARA

AND

PLANNED PARENTHOOD MAR MONTE (PPMM)

This is an Agreement between the County of Santa Clara ("County") and the Planned Parenthood Mar Monte ("Contractor"), providing funding for case management services to Adolescent Family Life Program (AFLP) and Cal-Learn clients.

IT IS AGREED between the parties as follows:

Article I
General Terms

1. TERM OF CONTRACT
The term begins on July 1, 2007, and expires on June 30, 2008, unless terminated earlier or otherwise amended.

2. MAXIMUM FINANCIAL OBLIGATION
COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, not to exceed $1,004,749. All funds paid must be expended in accordance with Contractor's Budget Proposal in Attachment D.

3. BUDGET REVISIONS AND PAYMENT PROVISIONS
A written request by CONTRACTOR for a Budget Proposal revision may be approved by the COUNTY Contract Representative, or designee, identified in Article I, Section 4 of this Agreement without a contract amendment, as long as the adjustment does not increase the maximum financial obligation of this Contract.

4. CONTRACT REPRESENTATIVES
a. CONTRACTOR designates Jeanne Ewy, Vice President of Services as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above named person has the primary authority and responsibility to carry out this Contract.

b. COUNTY designates the AFLP Program Manager of the Public Health Department as its representative for the purpose of managing the services performed pursuant to this Contract.

5. NOTICES
All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:
6. COUNTY'S CONTRACT TRANSITION PROCESS
In the event of termination, CONTRACTOR must submit a transition plan for all services and clients served under this contract. This plan must detail the measures planned or taken to avoid interruption of services to clients. The plan must be submitted to County thirty days prior to the effective termination date of contract. CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.

7. AMENDMENTS
All amendments or modifications to this Agreement must be in writing and signed by authorized representatives of all contracting parties. Informal changes to the Scope of Work must comply with Section 5 of Attachment A.

8. AVAILABILITY AND SUBSTITUTION OF FUNDS
a. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract.

b. If CONTRACTOR receives funds under this Contract, and such funds are from Federal sources, such funds may not be used by CONTRACTOR, either directly or indirectly, as a contribution for the purpose of obtaining any Federal funds under any Federal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a non-matching expenditure, thereby releasing or displacing other of its funds for the purpose of matching Federal funds."

9. SERVICES PROVIDED
CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY and the Community for contract services as part of CONTRACTOR's client base. CONTRACTOR must perform the requirements in the Scope of Work for AFLP and Cal-Learn attached as Attachment A and A-1.
10. **SUBCONTRACTING AND ASSIGNABILITY**
This Contract cannot be subcontracted or assigned without prior written approval of COUNTY. In the event of such approval, any sub-contract or assignment is subject to the same provisions for providing service as the Contract between COUNTY and CONTRACTOR. CONTRACTOR must monitor, evaluate, and account for the sub-contractor(s) services and operations. Any assignment of this Contract or sub-contract entered into in violation of this provision by CONTRACTOR is void and CONTRACTOR will be held legally responsible.

11. **INDEPENDENT CONTRACTOR STATUS**
CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any Statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

12. **CONFLICT OF INTEREST**
a. CONTRACTOR must make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or sub-contractors.

b. In the event that a conflict of interest exists, costs may be disallowed and such conflict may constitute grounds for terminating this Contract.

c. Contractor's employees, or any members of Contractor's employee's immediate family, are prohibited from serving on an outside review or advisory board or committee, or hold any similar position, which either by rule, practices or action recommends, or supervises CONTRACTOR's operations under this Contract, or authorizes funding to CONTRACTOR under this program.

13. **MAINTENANCE OF SOFTWARE**
CONTRACTOR will be provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-County attached system through a public network, CONTRACTOR will maintain and use its non-County system, hardware, and software in compliance with COUNTY standards and policies set by the County Information Services Department. CONTRACTOR will comply with the **Contractor Access Security Statement** attached as Attachment F.
14. **WAIVER**
The waiver of any breach of the terms hereof, or of any default hereunder, is not deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and does not affect the terms hereof. No waiver or modification is valid or binding unless in writing and signed by both parties.

15. **SEVERABILITY OF PROVISIONS**
If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

**Article II**

**Fiscal Accountability and Requirements**

1. **COST REIMBURSEMENT CONTRACT**
   a. CONTRACTOR will be reimbursed by COUNTY for its actual, reasonable, necessary, and allowable costs incurred up to the maximum compensation, for the performance of services as specified in this Contract. These costs will also be in accordance with current cost principles:
      
      i. For Non-Profit Agencies, OMB Circular A-122.
      ii. For Local Governments, OMB Circular A-87.
      iii. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.

      and with all other requirements of this Contract.

   b. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.

   c. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. This provision survives the termination of this Contract.

2. **COST REIMBURSEMENT CLAIM**
   CONTRACTOR must submit to COUNTY a cost reimbursement claim on approved budget invoice format, by the fifteenth (15th) working day following the end of a fiscal quarter in which services were performed. COUNTY will provide contractor with the State approved budget invoice form.

   a. CONTRACTOR must adhere to Federal Financial Participation (FFP) policies and procedures as referenced in Attachment C and submit to COUNTY FFP time study documentation for invoicing purposes. This includes primary and secondary documentation and all other supporting
documentation. Time studies are to take place the second month of each fiscal quarter (August 2007, November 2007, February 2008 and May 2008). CONTRACTOR must submit required FFP time study documentation, by the 10th working day of the month following the time study month.

b. Prior to submittal, cost reimbursement claims must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.

c. If the cost reimbursement claim is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR within twenty-one (21) working days after receipt of the cost reimbursement claim.

d. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.

e. COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

3. **DISALLOWED COSTS**

   CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to, disallowed costs, violation, and/or default of Contract. CONTRACTOR will repay COUNTY disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.

4. **FINANCIAL RECORDS**

   a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).

   b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper detail the nature and propriety of all costs incurred, and reimbursed by COUNTY.

   c. The financial records must show that funds received under this Contract are used for purposes consistent with the terms of this Contract.
Article III
Reporting, Records, Audit, Evaluations, and Termination

1. INSPECTION AND AUDIT
   a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.

   b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws, regulations or rules.

   c. CONTRACTOR must submit to COUNTY an audit report conducted by an independent certified public accountant no later than six (6) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and computed in accordance with GAAP and provisions stipulated in this Contract. In addition, the CONTRACTOR must submit any management letters or management advisory letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.

   d. COUNTY may elect to accept an audit report in accordance with GAAP conducted to meet compliance requirements of other funding entities in the event all of the above provisions are met.

2. REPORTING REQUIREMENTS
   a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.

   b. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to submit reports required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports as identified in Attachment A, Section 6c, Deliverable Time Lines.
c. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.

d. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. Client files must be retained for seven (years) after the termination of this contract. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this contract.

e. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.

f. Contractor guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. [http://epls.ameta.gov/]. CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Agreement.

3. RESPONSIBILITY FOR AUDIT EXCEPTIONS
CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies.

4. MONITORING AND EVALUATION
a. COUNTY will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.

b. COUNTY may conduct participant interviews to determine program compliance.

c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.
d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components.

e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restrictions(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.

f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. CORRECTIVE ACTION PROCEDURE
a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.

b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.

c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

6. TERMINATION
a. Termination for Convenience
   COUNTY may request a termination of convenience (without cause) by notifying the CONTRACTOR in writing 60 days prior to the effective date of termination.
b. Termination for Cause
COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not limited to the following:

i. CONTRACTOR failure to comply with any contract provision;
ii. CONTRACTOR fails to meet the performance criteria of this Contract;
iii. COUNTY deems CONTRACTOR’s performance unsatisfactory.
iv. Litigation is pending with respect to the CONTRACTOR’s performance under this Contract that may jeopardize or adversely affect services;
v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

c. Terminations
In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. NON-EXCLUSIVE REMEDIES
The remedies listed in this Contract are non-exclusive, and COUNTY retains all other rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

ARTICLE IV
STATUTES, REGULATIONS, AND POLICIES

1. COMPLIANCE WITH STATUTES AND REGULATIONS
a. CONTRACTOR will comply with all Federal, State and local statutes, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the Contract and that become effective during the Term of this Contract relating to its performance under this Contract. To the extent that Laws are in conflict with provisions of this Contract, the Laws prevail. CONTRACTOR will also provides services under the Contract in accordance with the resolutions, policies, procedures, directives and guidelines issued by the County Board of Supervisors or the Public Health Department.
b. CONTRACTOR will comply with all applicable subsequent amended or added Federal, State, and local Laws and execute amendments necessary to implement such Laws.

c. CONTRACTOR will comply with all the Health Insurance Portability and Accountability Act requirements as specified in the Business Associate Agreement attached as Attachment E.

d. CONTRACTOR must establish procedures assuring that any person’s complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

2. **NON-DISCRIMINATION**
Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

3. **CONFIDENTIALITY**
   a. CONTRACTOR must require its employees and all persons performing services at its direction to comply with the Business Associate Agreement and Confidentiality of Patient Information in Attachments E and G.

   b. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions Stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.

   c. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 4 survive the termination of this Contract.
5. **APPLICABLE LAWS AND VENUE**
This Contract is governed and construed in accordance with the statutes of the State of California. Venue for all actions is in Santa Clara County.

6. **TOTALITY OF CONTRACT**
This Contract represents all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract is binding of the parties.

**Article V**
Contracting Principles
Type II

This contract is a Type II service contract subject to the Resolutions of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 29, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract.

1. Contractor shall comply with all applicable Federal, State, and local rules, regulations, and laws.

2. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer or longer if otherwise required under other provisions of this contract.

3. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by Federal or State laws, regulations, or rules.

4. Contractor shall provide to the County Department/Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any all financial audits completed during the term of the contract. For the purposes of this section, "financial audit" includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, or performance or program audits.

5. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.
6. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of Federal, State or local rules, regulations or laws and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State, or local rules, regulations, or laws.

7. As required under the Resolution and the County's implementing procedures, Contractor provided to County as part of the selection [substitute "renewal", "extension" or "amendment" as appropriate] process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor' employees, length of service, staff turnover and training, complaints (if any) regarding legal violations, and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

8. The failure of Contractor to comply with this Section or any portion thereof, and or the breach of Contractor's warranty thereunder, may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County's intended action.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

Guadalupe S. Olivas  
Director  
Public Health Department  
Santa Clara Valley Health and Hospitals System  
Date  

Linda T. Williams  
Name: Linda T. Williams  
Title: CEO/President  
Planned Parenthood Mar Monte  
Date  

Approved as to Form and Legality:  

Jennifer Sprinkles  
Deputy County Counsel  
Date  

Approved:  

Gary Graves  
Deputy County Executive  
Date  

Attachments to the Agreement:  
Attachment A- AFLP Scope of Work  
Attachment A1- Cal-Learn Scope of Work  
Attachment B2- Insurance Requirements for Standard Contracts Above $100,000  
Attachment C- Federal Financial Participation (FFP)  
Attachment D- Budget Proposal  
Attachment E- Business Associate Agreement  
Attachment F- Contractor Access Security Statement  
Attachment G- Confidentiality of Patient Information
Attachment A
Adolescent Family Life Program
Scope of Work (SOW)

Grant Name: Planned Parenthood Mar Monte (PPMM)  FY: 07/08
Agreement Number: 200743

1. Service Overview

Planned Parenthood Mar Monte (PPMM) agrees to provide to the Santa Clara County Public Health Department, the services described herein.

The Adolescent Family Life Program (AFLP) focuses on the prevention of unplanned pregnancy, promotion of positive birth outcomes, improvement of the economic, health and social well being of adolescents, mothers and children. PPMM will define, coordinate and integrate systems of care; provide comprehensive case management services; and promote good health for mothers and children.

2. Service Location

The services shall be performed throughout Santa Clara County.

3. Service Hours

The services shall be provided during normal working hours, excluding national holidays.

4. Program Representatives

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

<table>
<thead>
<tr>
<th>Santa Clara County Public Health Department</th>
<th>Planned Parenthood Mar Monte</th>
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<tbody>
<tr>
<td>Jeannette Ferris, AFLP Program Manager</td>
<td>Grantee Contact: Alison Wakefield</td>
</tr>
<tr>
<td>Telephone: (408) 494-7450</td>
<td>Telephone: (408) 297-5090 ext 403</td>
</tr>
<tr>
<td>Fax: (408) 494-7441</td>
<td>Fax: (408) 297-4923</td>
</tr>
<tr>
<td>Email: <a href="mailto:jeannette.ferris@hhs.sccgov.org">jeannette.ferris@hhs.sccgov.org</a></td>
<td>Email: <a href="mailto:Alison_wakefield@ppmarmonte.org">Alison_wakefield@ppmarmonte.org</a></td>
</tr>
</tbody>
</table>

B. Direct all inquiries to:

<table>
<thead>
<tr>
<th>Public Health Department</th>
<th>Grantee Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention: Jeannette Ferris</td>
<td>Planned Parenthood Mar Monte</td>
</tr>
<tr>
<td>614 Tully Road</td>
<td>Attention: Alison Wakefield</td>
</tr>
<tr>
<td>San Jose, CA 95111</td>
<td>1746 The Alameda</td>
</tr>
<tr>
<td>Telephone: (408) 494-7450</td>
<td>San Jose, CA 95126</td>
</tr>
<tr>
<td>Fax: (408) 494-7441</td>
<td>Telephone: (408) 297-5090 ext 403</td>
</tr>
<tr>
<td></td>
<td>Fax: (408) 297-4923</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:Alison_wakefield@ppmarmonte.org">Alison_wakefield@ppmarmonte.org</a></td>
</tr>
</tbody>
</table>

C. Either party may make changes to the information above by providing written notice to the other party. Said changes shall not require an amendment to this agreement.
Attachment A
Adolescent Family Life Program
Scope of Work (SOW)

Grant Name: Planned Parenthood Mar Monte
Agreement Number: 200743

5. Allowable Informal Scope of Work Changes

A. The Grantee or Public Health may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope Of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement.

B. Informal SOW changes may include the substitution of specified activities or tasks, alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.

C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Grantee’s annual budget does not increase or decrease as a result of the informal SOW change.

D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by Public Health and the California Department of Public Health (CDPH).

E. In implementing this provision, Public Health and the CDPH may provide a format for the Grantee’s use to request informal SOW changes. If no format is provided by Public Health or the CDPH, the Grantee may devise its own format for this purpose.

6. Performance Requirements

A. In accordance with AFLP Standards, AFLP Grantee will provide at a minimum the following case management Months Of Service (MOS) to eligible adolescents and their children who are not enrolled in Cal-Learn.

1) 4428 AFLP MOS for the budget period of 07/01/07 through 06/30/08.

B. For each fiscal year of the contract period, the Grantee shall submit the deliverables identified below for each funded program. With the exception of the Lodestar Management Information System (MIS) Data (#9 below), all deliverables shall be submitted to Public Health in accordance with the AFLP Policies and Procedures Manual and postmarked no later than the date due. The Lodestar MIS Data shall be submitted to the current MIS contractor by the dates specified in paragraph 6 C.
C. Deliverable Time Lines

<table>
<thead>
<tr>
<th>Documents</th>
<th>Due Dates</th>
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<tbody>
<tr>
<td>Annual Progress Report</td>
<td>June 30, 2008</td>
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<tr>
<td>Standards Implementation Document (SID)</td>
<td>August 30, 2007</td>
</tr>
<tr>
<td>SID revisions and Form 5 (SID/Entry Criteria Transmittal)</td>
<td>June 30, 2008</td>
</tr>
<tr>
<td>Entry Criteria and Form 5</td>
<td>Jan. 31, 2008</td>
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<tr>
<td>Caseload Analysis Report and Form 4</td>
<td>Oct. 31, Jan. 31, Apr. 30 Jun. 30</td>
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<tr>
<td>Form 6 (AFLP/Cal-Leam Personnel List)</td>
<td>Oct. 31, Jan. 31, Apr. 30 Jun. 30</td>
</tr>
<tr>
<td>Lodestar MIS Data (content of previous month)</td>
<td>10th of each month for diskette</td>
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<tr>
<td></td>
<td>7th of each month for electronic submission</td>
</tr>
<tr>
<td>10) Provide quarterly written progress that will include status of all</td>
<td>Oct. 31, Jan. 31, Apr. 30 Jun. 30</td>
</tr>
<tr>
<td>planned tasks and activities including findings, problems, recommendations</td>
<td></td>
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<td>and planned changes to methodology.</td>
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7. See the following pages for a detailed description of the services to be performed.
### Goal 1: To define, coordinate and integrate systems of care that support and assist pregnant and parenting adolescents and their children.

<table>
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</table>
| 1. AFLP Grantee will establish and/or actively participate in local collaboratives designed to establish, sustain, and enhance comprehensive systems of care for children, adolescents and their families. | 1.1 AFLP Grantee will participate in the development and integration of local and state initiatives that promote a seamless system of care for children and adolescents whenever possible.  
1.2 AFLP Grantee will establish formal and/or informal agreements with local MCAH and other State and local agencies, to develop and maintain non-duplicative, comprehensive systems of care that facilitate service delivery. | Ongoing    | 1.1 Description of agency involvement and efforts at the system level during the report period will be included in the Annual Progress Report*.  
1.2 Documentation will be included in the Annual Progress Report* with details maintained in Grantee files. |
| 2. In accordance with the AFLP Standards, the AFLP Grantee will collaborate with a network of local service providers to assure that appropriate and necessary community services are available to clients. | 2.1 Program director or designee will participate in collaborative, community network activities that address the comprehensive needs and services of pregnant and parenting adolescents and their children.  
2.2 Program director or designee will identify and promote provider participation to expand the local service provider network. | Quarterly  | 2.1 Maintain network coordination documentation, summaries, and/or minutes of meetings attended in AFLP Grantee files.  
2.2.1 Document on-going and/or new agency activities to engage service providers in the Annual Progress Report*.  
2.2.2 Provide a list with the Annual Progress Report* of any providers newly added and/or lost to the service network since the last reporting period. |

* Refer to Performance Requirements on Page 3 for specific timelines.

** State supported MIS Data is currently “LodeStar”. Grantee will not be held financially liable for modifications of AFLP MIS that result in increased and/or uncompensated agency costs.

*** Does not apply to Agencies with 360 MOS or less
Goal 1: To define, coordinate and integrate systems of care that support and assist pregnant and parenting adolescents and their children.

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<tr>
<td>2. (Continued) In accordance with the AFLP Standards, the AFLP Grantee will</td>
<td>2.3 AFLP Grantee will identify and promote the availability, accessibility, and cultural appropriateness</td>
<td>Ongoing</td>
<td>2.3 Description of service gaps, barriers and positive changes will be included in the Annual Progress Report*</td>
</tr>
<tr>
<td>collaborate with a network of local service providers to assure that appropriate</td>
<td>of adolescent services and resources.</td>
<td></td>
<td></td>
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<tr>
<td>and necessary community services are available to clients.</td>
<td>2.4 Program director or designee will work with existing providers to address service gaps and barriers</td>
<td>Ongoing</td>
<td>2.4 Description of agency activities that identify and address gaps, barriers and/or positive improvements</td>
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<td></td>
<td>and service quality.</td>
<td></td>
<td>to services will be included in the Annual Progress Report*</td>
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* Refer to Performance Requirements on Page 3 for specific timelines.
** State supported MIS Data is currently "LodeStar". Grantee will not be held financially liable for modifications of AFLP MIS that result in increased and/or uncompensated agency costs.
*** Does not apply to Agencies with 360 MOS or less
Attachment A: AFLP Scope of Work  
Fiscal Year 2007 – 2008

Goal 2: To enhance the health, educational achievement, economic, personal and societal integration and independence of pregnant and parenting adolescents through case management.

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| 1. In accordance with AFLP Standards, AFLP Grantee will provide the MOS as specified under Performance Requirements to eligible adolescents and their children who are not enrolled in Cal-Leam. | 1.1 AFLP Grantee will conduct activities necessary to assure that appropriate and eligible clients are referred to the program, as space is available.  
1.2 AFLP Grantee will maintain policies and criteria for program admission that incorporates weighted risk factors in addition to standardized eligibility criteria. | Ongoing  
Annually | 1.1 Maintain documentation of case findings activities in files and summarize in Annual Progress Report. *  
1.2 Entry criteria* and Entry Criteria Revisions and Form 5* will be submitted to MCAH/OFP, by the AFLP Director. |

* Refer to Performance Requirements on Page 3 for specific timelines.
** State supported MIS Data is currently “LodeStar”. Grantee will not be held financially liable for modifications of AFLP MIS that result in increased and/or uncompensated agency costs.
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**Goal 2:** To enhance the health, educational achievement, economic, personal and societal integration and independence of pregnant and parenting adolescents through case management.

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| 1 (Continued) In accordance with AFLP Standards, AFLP Grantee will provide the MOS as specified under Performance Requirements to eligible adolescents and their children who are not enrolled in Cal-Learn. | 1.3 AFLP clients and their children will be assigned a primary case manager who will provide comprehensive case management services tailored to the clients’ specific needs and priorities. Case management includes, but is not limited to:  
- Intake  
- Completion of the Comprehensive Baseline Assessment elements  
- Ongoing assessment of client needs, priorities, and resources  
- Annual comprehensive reassessment (at a minimum)  
- Development, implementation, monitoring, and revision of the Individual Service Plan (ISP) with the client at least quarterly and as needed  
- Advocacy on behalf of client  
- Monthly client contact  
- Quarterly client contact in the home | Ongoing with specific timeframes as indicated in 1.3 | 1.3. Case managers will maintain individual client records which include:  
- Current signed and dated Consent Forms  
- Completed Release of Information Forms, as needed, that include agency, purpose, and time limit for sharing records  
- Intake information  
- Completion of the Comprehensive Baseline Assessment and Reassessment as specified in the MCAH/OFP Branch Policies and Procedures, and periodic updates  
- ISP and updates  
- Referral Documentation  
- Case Notes and Summaries signed and dated  
- Case Conference Documentation  
- Exit Summary |

* Refer to Performance Requirements on Page 3 for specific timelines.  
** State supported MIS Data is currently “LodeStar”. Grantee will not be held financially liable for modifications of AFLP MIS that result in increased and/or uncompensated agency costs.  
*** Does not apply to Agencies with 360 MOS or less
Attachment A: AFLP Scope of Work  
Fiscal Year 2007 – 2008

Goal 2: To enhance the health, educational achievement, economic, personal and societal integration and independence of pregnant and parenting adolescents through case management.

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| 1.3. (Continued) In accordance with AFLP Standards, AFLP Grantee will provide the MOS as specified under Performance Requirements to eligible adolescents and their children who are not enrolled in Cal-Learn. | 1.4 AFLP Grantee will utilize the State supported MIS Data** to track client count and calculate MOS.  
1.5 AFLP Grantee will collect and input data elements contained in the State supported MIS Data** each month to ensure that all current activity is reflected in the data sent to MCAH/OFP Branch or designee. | Quarterly | 1.4 AFLP Director will submit the Caseload Analysis Report*, MOS Report*, and Form 4* to MCAH.  
1.5 AFLP Grantee to submit MIS Data** to MCAH/OFP or designee. |
| 2. AFLP grantees will maintain and utilize an updated program Standards Implementation Document (SID) that incorporates the AFLP Standards and MCAH Branch AFLP Policies and Procedures. | 2.1 AFLP Grantee will maintain and revise program SID as needed to reflect the current operating practices of the program as changes occur.  
2.2 The SID will be made available to staff at all program sites.  
2.3 All staff will be oriented to the SID, it’s location and use. | Annually | 2.1 Submission of SID and completion of Form 5 will be submitted to MCAH, by the AFLP Director.  
2.2 A current/updated SID will be available at every program site.  
2.3 AFLP Grantee will maintain documentation of staff orientation to the SID and all staff will be familiar with its location and content. |

* Refer to Performance Requirements on Page 3 for specific timelines.  
** State supported MIS Data is currently “LodeStar”. Grantee will not be held financially liable for modifications of AFLP MIS that result in increased and/or uncompensated agency costs.  
*** Does not apply to Agencies with 380 MOS or less.
### Attachment A: AFLP Scope of Work
#### Fiscal Year 2007 – 2008

**Goal 2:** To enhance the health, educational achievement, economic, personal and societal integration and independence of pregnant and parenting adolescents through case management.

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<td>3. AFLP Grantee will maintain sufficient staff to administer the program and provide case management services in accordance with AFLP Standards and MCAH/OFP Branch Policies and Procedures. Staff hired to provide case management services will possess a Master's Degree or a Bachelor's Degree with sufficient related experience related to adolescent health and/or development.</td>
<td>3.1 AFLP Grantee will maintain an updated personnel list, including name, position and total full-time equivalent (FTE) percent for each staff member on the AFLP budget. For AFLP staff also providing case management in Cal- Learm, the list will include total FTE percent for each program.</td>
<td>Quarterly</td>
<td>3.1. AFLP Director will submit to MCAH/OFP Form 6 containing Personnel and FTE List for all staff employed during the report period and, maintains copy in files.</td>
</tr>
<tr>
<td></td>
<td>3.2 AFLP Grantee will notify the MCAH program consultant and contract manager of personnel vacancies.</td>
<td>Quarterly</td>
<td>3.2. Personnel vacancies and new hires that occurred during the report period will be reflected on Form 6 and submitted to MCAH/OFP, by AFLP Director.</td>
</tr>
<tr>
<td></td>
<td>3.3 Upon resignation or change in the AFLP program director, AFLP Grantee will notify MCAH/OFP and submit a plan for the interim oversight of the program.</td>
<td>Ongoing</td>
<td>3.3. Public Health will submit their plan to MCAH/OFP within 2 weeks of notification by AFLP director.</td>
</tr>
<tr>
<td></td>
<td>3.4 A written request for approval of the interim and/or permanent program director, along with the applicant's resume/vitae, must be submitted to MCAH/OFP prior to appointment of the program director.</td>
<td>Ongoing</td>
<td>3.4. Written documentation of MCAH/OFP approval of the interim and/or permanent program director must be received prior to appointment, and correspondence maintained in agency file.</td>
</tr>
</tbody>
</table>

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* Refer to Performance Requirements on Page 3 for specific timelines.
* State supported MIS Data is currently "LodeStar". Grantee will not be held financially liable for modifications of AFLP MIS that result in increased and/or uncompensated agency costs.
* Does not apply to Agencies with 360 MOS or less
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<td>3.6 (Continued) AFLP Grantee will maintain sufficient staff to administer the program and provide case management services in accordance with AFLP Standards and MCAH/OFP Branch Policies and Procedures.</td>
<td>3.5 AFLP Grantee will maintain a case manager ratio of no more than 40 clients per FTE case manager at any time. (This limit includes all clients served by the case manager, regardless of whether AFLP or Cal-Learn.)</td>
<td>Quarterly</td>
<td>3.5. AFLP Director will submit the Caseload Analysis Report*, MOS Report and Form 4* to MCAH/OFP. The reports will include current aggregate FTE for current AFLP case manager positions, including aggregate caseload count.</td>
</tr>
<tr>
<td>4. AFLP Grantee will maintain sufficient staff to administer the program and provide case management services in accordance with AFLP Standards and MCAH/OFP Branch Policies and Procedures. Staff hired to provide case management services will possess a Master's Degree or a Bachelor's Degree with sufficient related experience related to adolescent health and/or development.</td>
<td>4.1 AFLP Grantee will maintain written policies that include, at a minimum, a program specific duty statement for each position listed on the AFLP budget; procedures for orientation of staff to AFLP Standards, and provision for job-related training and Technical Assistance (TA).</td>
<td>Ongoing</td>
<td>4.1. AFLP Grantee will maintain written policies on file.</td>
</tr>
<tr>
<td></td>
<td>4.2 AFLP Grantee will provide each employee with a duty statement and orientation. Appropriate and ongoing supervision and consultation will be provided.</td>
<td>Ongoing</td>
<td>4.2. New positions and/or revisions in duty statements will be submitted for MCAH/OFP approval prior to the position being included on the AFLP budget.</td>
</tr>
<tr>
<td></td>
<td>4.3 AFLP Grantee will identify training and TA needs of AFLP staff.</td>
<td>Ongoing</td>
<td>4.3. AFLP Grantee will identify needs/requests for training or TA for AFLP staff in the Annual Progress Reports and maintain a copy in files.</td>
</tr>
</tbody>
</table>

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<tr>
<td>4. (Continued) AFLP grantee will maintain sufficient staff to administer the program and provide case management services in accordance with AFLP Standards and MCAH/OFP Branch Policies and Procedures.</td>
<td>4.4 AFLP Grantee will provide and/or obtain job related training and TA for AFLP staff as needed.</td>
<td></td>
<td>4.4 Documentation of training and TA provided to AFLP staff will be maintained in agency files reported in the Annual Progress Report.</td>
</tr>
<tr>
<td>Staff hired to provide case management services will possess a Master’s Degree or a Bachelor’s Degree with sufficient related experience related to adolescent health and/or development.</td>
<td>4.5 AFLP Grantee will develop and implement Quality Assurance (QA) activities consistent with MCAH/OFP Branch Policies and procedures.</td>
<td></td>
<td>4.5 AFLP Grantee will document QA process in SID and maintain documentation of QA activities in files.</td>
</tr>
<tr>
<td></td>
<td>4.6 AFLP director/coordinator will participate in scheduled AFLP Director and regional meetings, and state sponsored training/TA sessions.</td>
<td></td>
<td>4.6 Attendance at State sponsored meetings and/or trainings will be documented on training attendance sheets maintained by the State.</td>
</tr>
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* Refer to Performance Requirements on Page 3 for specific timelines.
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</table>
| 1. Promote primary and preventative health care utilization by pregnant and parenting adolescents and their children. | 1.1 Case manager activities will focus on the following, but are not limited to (as determined by the needs of the client) Prevention of:  
  - Poor Perinatal Outcomes (Low Birth Weight, Birth Defects, Infant Mortality, Maternal Mortality)  
  - Sexually Transmitted Infections  
  - Unplanned Repeat Pregnancy  
  - HIV/AIDS  
  - Substance Abuse (Alcohol, Drugs, Tobacco, including children's exposure to second hand smoke)  
  - Violence  
  - Injury (Intentional/Unintentional) Promotion of:  
  - Breastfeeding  
  - General Health  
  - Exercise and Good Nutrition  
  - Family Planning  
  - Early and Consistent Prenatal Care  
  - Well-child care  
  - Age-appropriate Immunizations  
  - School Attendance when appropriate  
  - Educational Achievement  
  - Healthy Lifestyle Choices  
  - Healthy Parent-Child and Peer Relationships | Ongoing     | 1.1 Health education, counseling, referral and/or participation in prevention/health promotion activities will be documented in the client chart and described in the Annual Progress Report*. |

* Refer to Performance Requirements on Page 3 for specific timelines.
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Goal 3: To promote implementation of the State MCAH 5-Year Plan and attainment of its goals and objectives as specified in the California MCAH Priorities (see last page of this document).

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<tr>
<td>1. (Continued) Promote primary and preventative health care utilization by pregnant and parenting adolescents and their children.</td>
<td>1.2 Case managers will monitor and collect immunization status information of adolescents and index children and promote and record age appropriate immunizations based on the current State Immunization Branch Guidelines.</td>
<td>Ongoing</td>
<td>1.2 Submit to MCAH/OFP or designee via the MIS Data** and record information in client chart.</td>
</tr>
<tr>
<td></td>
<td>1.3 Case managers will assist in identifying and accessing a primary health care provider for each client and her/his children. Lack of access to an identified provider or inability to identify a provider will be documented.</td>
<td>Ongoing</td>
<td>1.3 Primary health care provider or identified barrier to care will be documented in client’s chart.</td>
</tr>
<tr>
<td></td>
<td>1.4 AFLP Grantee will collect State specified adolescent health data.</td>
<td>Ongoing</td>
<td>1.4 Submit to MCAH or designee via the MIS Data** as requested.</td>
</tr>
<tr>
<td></td>
<td>1.5 Case managers will assure that all the elements of the Comprehensive Baseline Assessment are completed and clients' comprehensive needs are reassessed annually.</td>
<td>Ongoing</td>
<td>1.5 Assessments will be documented in client charts.</td>
</tr>
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* Refer to Performance Requirements on Page 3 for specific timelines.

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*** Does not apply to Agencies with 360 MOS or less
Title V Goals and Objectives

California MCAH Title V Priorities: FY 2007-2010

1. Promote healthy lifestyle practices among MCAH populations and reduce the rate of overweight children and adolescents.
2. Improve mental health and decrease substance abuse among children, adolescents, and pregnant or parenting women.
3. Improve access to medical and dental services, including the reduction of disparities.
4. Decrease unintentional and intentional injuries and violence, including family and intimate partner violence.
5. Increase breastfeeding initiation and duration.

* Refer to Performance Requirements on Page 3 for specific timelines.
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*** Does not apply to Agencies with 360 MOS or less
Planned Parenthood Mar Monte (PPMM) agrees to provide to the Santa Clara County Public Health Department, the services described herein.

Service Overview

The purpose of Cal-Learn is to encourage CalWORKs clients under twenty (20) years of age who are custodial parents or pregnant to stay in or return to high school or an equivalent program and earn a diploma or its equivalent, and may also attend a vocational training program that is concurrent with a GED or Diploma program, through the provision of fiscal incentives and disincentives as well as needed supportive services and intensive case management.

Planned Parenthood Mar Monte agrees to comply with all of the provisions set forth herein to provide services to pregnant and parenting CalWORKs clients under nineteen (19) years of age, but can voluntarily continue up to twenty (20) years of age if they meet specific criteria. Clients who are 19 years of age may select to stay in the program; once they volunteer, these teens will be required to meet Welfare to Work participation requirements until they either complete the Cal-Learn requirements or turn 20.

Agency Responsibilities

1. PPMM will provide intensive case management services to all eligible CalWORKs teens. Case management will be teen centered, culturally appropriate and goal-oriented. Case management will assist the teen parent in accessing needed services within a multi-disciplinary network. Case management will include a monthly face-to-face visit to the teen client with at least one quarterly face-to-face visit in the teen client’s home.

2. PPMM will send a program notice to both the individual and the head of the AU with an appointment date for the Cal-Learn eligible individual to attend orientation. This notice shall include a general description of the Cal-Learn program, a description of the supportive services and the case management services to be provided, and a statement that full program requirements shall be provided at the teen parent’s orientation.

3. PPMM shall provide orientation to all Cal-Learn clients regarding case management services. The Cal-Learn Case Manager will provide written and oral descriptions of the case management program to the client. This includes client’s Rights and Responsibilities, Consent Form, and Release of Information. Written and oral descriptions of the following must be provided to the client.
   
a. Cal-Learn participation requirements as delineated in the California Department of Social Services Manual of Policies and Practices (MPP), Chapter 42-700, Section 763.7.
Attachment A -1
Cal-Learn Scope of Work

b. A description of Cal-Learn exemption and deferral criteria as delineated in MPP Sections 763.2 and 763.3. This description should explain that a Cal-Learn exemption or deferral does not provide an exemption from attending school under the California Education Code.

c. A description of Cal-Learn bonuses and sanctions and the consequences of failing to make adequate progress as delineated in MPP Sections 42-66.33, 42-766.6, and 42-769.

d. A description of the individual’s right to show good cause for failing to demonstrate adequate progress as delineated in MPP Section 42-768.

e. A description of the consequences of a break in aid.

4. PPMM shall mail a description of the Cal-Learn program and requirements to the head of the AU no later than thirty (30) days after the teen parent attends orientation.

5. Cal-Learn case manager shall develop an individual service plan that minimally includes a description of the teen parent’s school program, planned intervals of contact between the case manager and the teen parent, and documentation of referrals or the provision of other services to the teen parent; all according to the Adolescent Family Life Program Standards. Information will be gathered through the Psychosocial Assessment form.

6. PPMM case manager will provide ongoing case management services until the month the teen parent turns age nineteen (19) or age twenty (20) if they volunteer. This includes a review and update of the case plan as necessary every three (3) months, a determination of whether report cards were submitted as scheduled in the case plan, and if adequate progress has been made. In the event that a Cal-Learn client is considered to be in danger, or endangering the well being of his/her child, and it is deemed that this is a reportable situation, the Cal-Learn case manager will make a mandated report to DFCS/ERU, as well as coordinate services with DFCS on behalf of the customer, on an as-needed basis.

   PPMM case manager shall review and make recommendations to SSA staff as to whether a deferral, exemption, sanction, or bonus is needed. SSA staff will review recommendations and initiate appropriate action as needed.

7. PPMM has the primary responsibility for securing adequate educational slots for Cal-Learn clients. PPMM staff will strive to maximize the number of open-entry, open-exit program slots. SSA will assist PPMM in this endeavor whenever appropriate.
8. PPMM has primary responsibility for referring teens to appropriate health care providers, including pediatric care, well-baby care, child/infant development, mental health, parenting classes and/or information; all according to Adolescent Family Life Program Standards. SSA will assist PPMM in this endeavor whenever appropriate.

9. PPMM shall comply with all state and federal requirements and regulations associated with the Cal-Learn program.

10. PPMM shall recruit, hire, train, and supervise qualified case management staff with appropriate degrees to provide Cal-Learn services to teen parents. PPMM staff shall reflect the demographic mix of the target population.

11. PPMM shall maintain individual case files for all teen-parents who participate in the Cal-Learn program. These case files should minimally include the following:
   - A copy of the original case plan and all updates
   - All required informing notices mailed to the teen parent or the head of the household.
   - All records of report cards submittals and updates
   - A contact log summarizing ongoing contact and services to the teen parent
   - All correspondence and documents relating to the case including recommendations for deferrals, exemption, sanction, or bonus payments.
   - Records of supportive services and attendance in school

12. PPMM shall provide SSA-CalWORKs/ESI division with monthly statistical reports that include total number of clients served; total new clients, and total continuing clients for Cal-Learn on form approved by SSA. This data shall be submitted to SSA by the fifteenth (15th) working day of the month of service.

13. PPMM shall make all relevant files and documents in connection with services provided under this project available to and open for inspection by appropriate SSA, state, and federal staff upon request. All client case files shall not be disclosed except in accordance with the Welfare and Institutions Code Section 10850. Files and documents available to and open for inspection shall not include medical records.

14. PPMM shall comply with all fiscal requirements as listed in this Service Agreement.

15. PPMM shall participate in the monthly CalWORKs Advisory Committee meetings.
16. PPMM shall provide information and orientation on the Cal-Learn program to SSA District Offices' staff once/twice a year.

17. PPMM shall have staff participate in the mandatory CalWIN system training and shall use the CalWIN system when processing the Cal-Learn cases in accordance with the guideline in Attachment S, Contractor Access Security Statement.

18. PPMM shall have all CalWIN user staff sign the confidentiality forms SC 180 and SC 190.

Confidentiality

1. PPMM must require its employees and all persons performing services at its direction to comply with the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.
   a. All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program.
   b. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.

2. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.

3. PPMM will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions in the Confidentiality section survive the termination of this Service Agreement.

Laws

All Parties will comply with all federal, state, and local statues, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the Service Agreement and that become effective during the Term of this Service Agreement relating to its performance under this Service Agreement. And will comply with all applicable subsequent amended or added federal, state, and local Laws and execute amendments necessary to implement such Laws.
INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE $100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

Rev. 4/2002
All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $2,000,000
   c. Products/Completed Operations aggregate - $2,000,000
   d. Personal Injury - $1,000,000

2. **General liability coverage shall include:**
   a. Premises and Operations
   b. Products/Completed
   c. Personal Injury liability
   d. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

   **Additional Insured Endorsement**, which shall read:
   
   "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.
4. **Automobile Liability Insurance**

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. **Workers' Compensation and Employer's Liability Insurance**

   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. **Special Provisions**

   The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

OVERVIEW

Background Fiscal support for the Maternal, Child and Adolescent Health/Office of Family Planning (MCAH/OFP) Branch is available from the Federal government, Medicaid Title 19 Funds. This fiscal support is called Federal Financial Participation (FFP) in which matching Title 19 funds are provided. Public Health Administrations can claim reimbursement of FFP, Title 19, when participating programs:

- Assist individuals eligible for Medi-Cal to enroll in the Medi-Cal program and/or
- Assist individuals on Medi-Cal to access Medi-Cal services.

The Center for Medicaid and Medicare Services regulations allow matching for administrative activities at a Non-Enhanced rate (50/50) for the majority of expenses necessary for the efficient operation of the Medicaid program, and at an Enhanced rate (75/25) for certain activities performed by Skilled Professional Medical Personnel (SPMP) and their direct clerical support.

MCAH/OFP Branch makes available, through allocations to local jurisdictions and MCAH grant agreements with Community Based Organizations (CBO), a partial reimbursement for administrative activities and selected associated expenses.

This reimbursement is for administrative activities that encourage client application to the Medi-Cal (Federal Title 19, Medicaid) program and referral of clients to Medi-Cal services.

This reimbursement:

- Is provided through matching Medicaid Title 19 funds with local agency SGFs and MCAH allocated SGF to maximize funding for the program.
- Applies to personnel employed directly by an FFP participating agency or subcontracted agency.

Purpose The purpose of this Section is to provide information on the reimbursement of Federal Financial Participation (FFP) that may be claimed. FFP claiming depends on the factors that are discussed in detail in this Section.

Rev 2/2006
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<td>19</td>
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</tbody>
</table>
TIME STUDIES

Policy

Time Studies are the primary documentation source of FFP and it determines the percent of time that is matchable.

To claim Medi-Cal Title 19 funds, an agency must be able to document staff time spent in the program in which they are budgeted and that their matchable time is spent performing activities that meet the two main objectives:

- Assist individuals eligible for Medi-Cal to enroll in the Medi-Cal program and/or,
- Assist individuals on Medi-Cal to access Medi-Cal services.

MCAH recommends that agencies use the weekly time study document that we provide. If an agency proposes to use an alternative time study method (hard copy time study or electronic time study) to record staff time, the agency must submit a request for review and approval of the alternative time study method to their MCAH contract manager and program consultant prior to use. Please note that MCAH will not change our current system (budget, invoice and FFP calculation file) to accommodate the agency's proposed time study method.

If agency receives approval on the proposed alternative time study method, any changes or updates must be reviewed and approved by MCAH contract manager and program consultant prior to use.

Requirements

Each person listed on an MCAH Program Budget must document 100 percent of their work time whether or not that time is related to MCAH program activities. All non-MCAH program time shall not be coded to MCAH programs. Such time may be coded to the specific non-MCAH program, or the time may be combined into a program category called "Other Programs."

Note: Time spent doing the following activities associated with a federal function code is to be considered as time spent doing the function.

- Performance of necessary paperwork, travel, and supervision including the supervision of the SPMP staff by a SPMP supervisor.
- Lunchtime is NOT coded because it is unpaid time.
- Employee break time is coded to the activity the employee is engaged in immediately before or after the break period.
- The immediate supervisor must review, approve, and sign all time study documents.
- Time study documents must be kept for a minimum of three years from the date of the last payment for the fiscal year.
TIME STUDIES

Procedures  All staff claiming FFP match on the program budget must complete daily time studies for a minimum of one month in every quarter. The month designated to be the time study month (1st, 2nd or 3rd month) must be consistently time studied throughout the year. The designated time study month is determined at the beginning of the fiscal year. A program may choose to time study more frequently.

Special Circumstances  Any staff that is absent, or who performed activities unrelated to their MCAH approved duty statement for a period exceeding ten working days, and there is not time sufficient enough to time study, the agency may use an average of two immediately preceding months of time study's. If the previous quarters show wide variations, then the lowest time must be used to invoice for the employee's costs.

Additionally, an agency may permit an employee hired at the end of a time study month or after a time study month, to begin time studying immediately even though it is not the agency's normal time study month. However, this must be noted in the invoice cover letter and the employee shall time study the designated time study month for all subsequent quarters.

Please consult your contract manager prior to using any other time study methods due to special circumstances.
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

ACTIVITIES

Policy
There are four rates of reimbursement with two rates pertaining specifically to FFP. Each rate is associated with specific Function Codes that are used to identify actual staff activities performed. The time study report is the mechanism used to document the activity performed and the percent of time staff are allowed to claim within the four rates of reimbursement. The rates are:

- Enhanced (75/25) FFP
- Non-Enhanced (50/50) FFP
- Unmatched
- Allocated

Reimbursement Rates & Their Function Codes
Each rate of reimbursement is unique in its reimbursement formula. Within the four rates, there are a total of 12 time study function codes. Each time study function code has a definable and unique set of activities that are performed by staff. Consequently, all activities and paid time-off are identified under the function codes in the appropriate reimbursement class. (Refer to the MCAH FFP booklet for more information on activities and function code relativity)

Enhanced Rate
Enhanced rate function codes are reimbursed at the rate of 75/25 for salary, benefits, training, travel, and possibly subcontract costs. (Refer to the Program Budget, Document Instructions Section, for detailed information)

The Enhanced rate covers activities under the following function codes:

<table>
<thead>
<tr>
<th>Function Code</th>
<th>Title/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>SPMP Administrative Medical Case Management</td>
</tr>
<tr>
<td>3</td>
<td>SPMP Intra/Interagency Coordination, Collaboration &amp; Administration</td>
</tr>
<tr>
<td>6</td>
<td>SPMP Training</td>
</tr>
<tr>
<td>8</td>
<td>SPMP Program Planning &amp; Policy Development</td>
</tr>
<tr>
<td>9</td>
<td>Quality Management by Skilled Professional Medical Personnel</td>
</tr>
</tbody>
</table>
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

ACTIVITIES

Non-Enhanced Rate
Non-Enhanced rate function codes are reimbursed at the rate of 50/50 for salary, benefits, training, travel costs, and associated operating expenses.

The Non-Enhanced rate covers activities under the following function codes:

<table>
<thead>
<tr>
<th>Function Code</th>
<th>Title/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Outreach</td>
</tr>
<tr>
<td>4</td>
<td>Non-SPMP Intra/Interagency Collaboration &amp; Coordination</td>
</tr>
<tr>
<td>5</td>
<td>Program Specific Administration</td>
</tr>
<tr>
<td>7</td>
<td>Non-SPMP Training</td>
</tr>
</tbody>
</table>

Un-Matched Rate
Un-matched rate function code is for activities and services not matched by FFP. (Refer to the FFP User's Guide Booklet for these types of activities)

<table>
<thead>
<tr>
<th>Function Code</th>
<th>Title/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Other Activities</td>
</tr>
</tbody>
</table>

Allocated Rate
Allocated rate function codes are reimbursed for costs prorated based upon the time recorded to all programs and all other function codes. The allocated activities are covered by the following function codes:

<table>
<thead>
<tr>
<th>Function Code</th>
<th>Title/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Non-Program, Specific General Administration: Non-program specific general administration is prorated between matchable and unmatchable function codes. The portion allocated as matchable may only be matched at the Non-Enhanced rate (50/50).</td>
</tr>
<tr>
<td>12</td>
<td>Paid Time Off: Paid Time Off is prorated between matchable and unmatchable function codes. The Center for Medicaid and Medicare Services permits the matchable amount to be proportionately distributed between the Enhanced (75/25) rate and the non-Enhanced (50/50) rate.</td>
</tr>
<tr>
<td>Additional Time worked</td>
<td>Overtime and/or Compensatory Time Off (CTO) being earned must be recorded to the function code appropriate for the activities being performed. CTO time IS NOT to be recorded when used.</td>
</tr>
</tbody>
</table>
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

MEDI-CAL
FACTOR (M/F)

Policy

FFP funds are intended to reimburse agency costs for time spent doing certain administrative activities that benefit the Medi-Cal eligible population exclusively. However, MCAH activities are generally performed for both Medi-Cal and non Medi-Cal populations. Therefore, it is necessary to use a factor to identify what portion of the MCAH population receiving services are Medi-Cal beneficiaries.

A program's Medi-Cal Factor (M/F) is the percent of the primary target population served by the program that are current Medi-Cal beneficiaries.

- For MCAH programs claiming FFP, there are two allowable methods for determining the M/F:
  - Using the MCAH Branch Base M/F Table; or
  - Using a Locally determined base M/F.

- The M/F is applied to all positions claiming FFP match.
- The percentage of each staff person's time that is not eligible for matched funds may be claimed with Title V, unmatched State General Fund or unmatched agency funds.

MCAH Branch Base M/F Table

The MCAH Branch Base M/F Table is:

- Provided to Agencies by the California Department of Health Services (DHS), MCAH Branch;
- Used to identify the M/F for local jurisdictions;
- An estimate of the local jurisdiction's MCAH population
  - (Women in childbearing years and children up to the age of 21) who are Medi-Cal beneficiaries;
- Calculated by dividing the sum of each local jurisdiction's Medi-Cal fee-for-service and Managed Care paid deliveries by the number of live births by residents;
- Based on paid delivery and birth data derived directly from the most recent HEALTH DATA SUMMARIES FOR CALIFORNIA COUNTIES (HDSCC) book published biennially on even years by the DHS, and
- Updated biennially on years that new data is available from the latest HDSCC book.
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

MEDI-CAL
FACTOR (M/F)

Local Base M/F Table

A locally determined base M/F is:

- Based on population wide, publicly available data; or
- Based on direct documentation of Medi-Cal beneficiary identification numbers.

Requirements for M/F Allowable Methods

MCAH Base M/F Table

Agencies using the M/F listed on the MCAH Branch Base M/F table for determining their Title 19 match are NOT required to obtain MCAH approval to use this M/F and no additional justification or documentation is required.

Local Base M/F Table

Agencies using a locally determined M/F must meet the following requirements:

- Submission of written request by the agency to the MCAH Branch for approval of the data and method used to determine the local M/F must be submitted and approved prior to implementation for each program requesting a locally determined M/F.
- The data must be based upon population wide, publicly available or documented data.
- The same methodology and data source must be used when determining future base M/F.
  - If the methodology or data source used in determining a locally determined M/F is changed, a new approval must be requested.
- All data and mathematical calculations used to determine the local base M/F must be maintained in the local audit file and available to auditors.
- The audit file must be maintained until the records retention schedule for the same audit period expires.
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

MEDI-CAL FACTOR (M/F)

Requirements for M/F Allowable Methods (Continued)

If a State or Federal audit is performed resulting in fiscal findings, from the data or methodology used to determine a local base M/F, the local jurisdiction is solely liable for any financial recovery and/or penalties as a consequence of the findings.

If an Agency chooses to use a M/F Factor higher than the MCAH Base M/F Table, the higher factor must be justified on the Personnel Justification portion of the Budget/Invoice file. This information must be submitted to the MCAH Branch with the Program Budget and justification pages, as a part of the Allocation Funding Application (AFA) or Grant Funding Application (GFA), and with any subsequent changes to the previously approved M/F.

Program Specific Requirements

Black Infant Health Program (BIH)

The BIH Base M/F was determined by client information submitted to San Diego State University's Management Information System (MIS) which verified and determined client Medi-Cal status.

Adolescent Family Life Program (AFLP) / Adolescent Sibling Pregnancy Prevention Program (ASPPP) Program

The AFLP and ASPPP both determine their M/F based upon actual client counts that are verified through MEDS or the Lodesstar data system.

The following criteria must be used when reporting AFLP and ASPPP client counts to Lodesstar:

<table>
<thead>
<tr>
<th>If...</th>
<th>Then count...</th>
</tr>
</thead>
<tbody>
<tr>
<td>The pregnant AFLP client is a Medi-Cal beneficiary</td>
<td>One (1)</td>
</tr>
<tr>
<td>Both the AFLP parent and index child (child born to an AFLP client while on AFLP) are Medi-Cal beneficiaries</td>
<td>One (1)</td>
</tr>
<tr>
<td>The AFLP client is not a Medi-Cal beneficiary, but the index child is</td>
<td>One (1)</td>
</tr>
<tr>
<td>The ASPPP client is a Medi-Cal beneficiary</td>
<td>One (1)</td>
</tr>
</tbody>
</table>

Local Base M/F Table

Agencies may also verify client M/F status using Medi-Cal Eligibility Data System (MEDS) for purposes of determining their M/F. Agencies using locally determined M/F must follow the same requirements as above under “Requirements of M/F Allowable Methods”.

Rev 2/2006
ENHANCED FFP CLAIMING

Policy

The level and percentage of matching depends on the following considerations:

- The employer-employee relationship with the primary contracting agency (the Enhanced rate (75/25) is only available for SPMP staff of a governmental entity that contracts directly with the MCAH Branch or a Subcontractor of a government agency that is also a government entity);
- The health related professional qualifications of individual staff (activities claimed at the Enhanced matching rate (75/25) can only be performed by SPMP or their direct clerical support staff);
- The specific activities that each staff perform, at the Enhanced rate, claimed for salaries, benefits, travel, training of the SPMP, and the SPMP direct clerical support staff who are in an employee-employer relationship with the government agency and who are involved in activities that are necessary for proper and efficient Medi-Cal administration; and
- The proportion of the target population who are Medi-Cal beneficiaries.

Reimbursement Requirements

Skilled Professional Medical Personnel (SPMP)

For reimbursement at the Enhanced rate (75/25), SPMP staff must meet all of the following conditions:

- Time spent performing those duties must require SPMP knowledge and skills;
- The job specifications must require an SPMP;
- Activities performed must fall within function codes; #2, #3, #6, #8 and #9; and
- SPMP Questionnaire must be completed and submitted for approval to the agency MCAH Director and then kept in agency files for audit review purposes.
ENHANCED
FFP CLAIMING

Reimbursement Requirements (continued)
Expenditures for provision of medical services by an SPMP do not qualify for reimbursement via Medi-Cal administrative claiming because medical services are already paid for in either the Medi-Cal fee-for-service or managed care systems.

Support Staff
For reimbursement at the Enhanced rate (75/25), clerical staff must meet all of the following conditions:
- Directly supervised by a SPMP, as shown on an organization chart;
- Be secretarial, stenographic, copy, file, or record clerks providing direct support to the SPMP, and
- Provide clerical services directly necessary for carrying out the professional medical responsibilities and function codes of SPMP.
- Documentation must exist, such as a job description, which states that the services provided for the SPMP are directly related and necessary to the execution of the SPMP responsibilities.

Procedures
The following procedures must be followed to claim for enhanced FFP:
- Update staff documentation materials when changes occur;
- Maintain all claiming documentation, whether out of date or still in effect through the document retention period; (Refer to Administration Audits Section for additional requirements).
- At a minimum, complete daily time studies during the designated time study month for ALL personnel with activities funded with federal Title 19 funds;
- Complete a time study worksheet identifying ALL activities performed, whether the activities are performed for MCAH or for other programs, for a minimum period of one month in each quarter.
- Summarize daily activities and time for each employee being matched with Title 19 funds, and enter the totals into the FFP Calculation File, or an MCAH approved alternate FFP calculation file, to calculate actual percentages of matchable and unmatchable time.
- In the event an employee is absent, or not performing activities related to the SOW during the time study month, a time study worksheet encompassing a minimum of two-weeks is acceptable. (Please contact your Contract Manager for further details)
**ADMINISTRATION**
**FEDERAL FINANCIAL PARTICIPATION (FFP)**

**ENHANCED FFP CLAIMING**

| Special Circumstances | CBO's receiving MCAH grant funds to provide AFLP/ASPPP services are non-government agencies and are prohibited by Federal regulations from claiming and receiving Enhanced rate matching of 75/25. |

**NON-ENHANCED FFP CLAIMING**

| Policy | The Non-Enhanced rate (50/50) can be claimed for any of the agency's staff involved in activities that are necessary for proper and efficient Medi-Cal administration. This policy also applies to Community Based Organizations. |

| Procedure | Refer to procedures for Enhanced Funding. |
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

DOCUMENTATION
FOR FFP CLAIMING

Policy

The following types of documentation must be part of the agency’s time study/FFP audit file:
- Organization chart(s),
- Job specification for each SPMP position,
- Position duty statement for each employee,
- Training log, agenda/brochure of training, and registration receipt,
- Correspondence related to MCAH FFP policies,
- Daily logs, appointment books, or calendars and meeting agendas and minutes which support the coded activities on time studies,
- Working papers used to calculate/develop invoices,
- SPMP questionnaire for claiming status, and
- Signed time studies.

Requirements

Staff claiming FFP match are required to document by program, time spent performing all activities during their time study month.

Any variance from the above must be discussed with the agency’s Program Consultant or Contract Manager.

All FFP supportive claiming materials must be kept for a minimum of three years from the date of the last payment of the fiscal year or final resolution on any audit findings, whichever is later. (Refer to Administration Audits Section for additional requirements)

Procedures

- Identify on an organizational chart each position listed on the budget.
- Maintain a file on job specifications and duty statements.

In addition to the time study forms, maintain supplemental documentation to support information recorded on the time study forms.
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

UNMATCHED ACTIVITIES

Policy

Unmatched activities are those activities and/or programs that are outside of the MCAH program role and responsibilities (i.e. public health clinic, tobacco programs, immunization clinics, tuberculosis programs/clinics, bio-terrorism etc.) and/or do not meet the FFP objectives. These activities are considered exceptions. All activities considered FFP exempt are coded under Function Code 11 – Other Activities.

Ineligible Activities

Activities not eligible for FFP matched funding include the following:
- Provision of any direct clinical and/or medical services
- Anticipatory Guidance/Activities (e.g. parenting; safety, breastfeeding)
- Social Activities
- Childhood Safety
- Domestic Violence*
- Job Development
- School related activities
- Housing need activities
- Cal-Learn activities
- Fetal Infant Mortality Review – FIMR
- Parenting
- Day Care
- Transportation*
- Routine Developmental Testing (i.e. Denver, NCAST etc.)
- Nutrition

*Note: Certain types of activities may qualify under special circumstances for FFP. Please discuss your specific concern with your MCAH Program Consultant if you have questions regarding matchable activities.

Other expenses ineligible for reimbursement include: Payment of incentives, food, activities and/or visits claimed under either Targeted Case Management (TCM) or Medi-Cal Administrative Activities (MAA).
FFP CALCULATION FILE

Background
The mathematics associated with calculating the distribution of time into Enhanced/Non-Enhanced/Unmatchable categories is complex. The MCAH Branch has developed and incorporated these calculations on an FFP calculation file. The FFP calculation file is located in the Forms Section of the manual. Please contact your Contract Manager for the most current version of the FFP Calculation file.

Policy
All agencies must use the required MCAH FFP Calculation file in order to claim FFP matching funds through Title 19.
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

MCAH DIRECTOR/COORDINATOR
MEDI-CAL FACTOR (M/F)

Policy

The MCAH program's mission is to assure that all pregnant women and their children can obtain quality maternal and child health services in the State of California. The MCAH Director is responsible for overseeing local MCAH staff and activities that carry out this mission. It is important that the MCAH Director's M/F be representative of the target population being served.

Public Health Jurisdictions can augment their programs' match using Federal Financial Participation (FFP), which provides federal funding (Title 19) for certain activities that
- Assist individuals eligible for Medi-Cal to enroll in the Medi-Cal program
- Assist individuals on Medi-Cal to access Medi-Cal services.

Reimbursement of costs for matchable activities and related expenses is based on time spent by qualified staff performing matchable activities on behalf of Title 19, Medi-Cal beneficiaries only. The Medi-Cal Factor (M/F) is an estimate of Medi-Cal beneficiaries in an MCAH target population.

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The local jurisdiction's MCAH Director/Coordinator's matchable Medi-Cal percentage, the Medi-Cal Factor (M/F) may be determined by one of three different methods:

- **Using the DHS MCAH Branch Base Medi-Cal Factor Table** – The MCAH Branch estimates the percent of Medi-Cal beneficiaries in the population of each local health jurisdiction based on the Medi-Cal paid delivery and birth data derived directly from the biennial DHS publication, Health Data Summaries for California Counties (HDSCC). The MCAH Director/Coordinator is allowed to time study all activities performed in the MCAH program time using the county base M/F for reimbursement.

- **Using a locally determined Medi-Cal factor** – This is a locally determined M/F based upon population wide, publicly available or documented data, or direct documentation of Medi-Cal beneficiary’s identification number.
ADMINISTRATION
FEDERAL FINANCIAL PARTICIPATION (FFP)

MEDI-CAL
FACTOR (M/F)

MCAH Director
Matchable M/F
(continued)

- Using more than one Medi-Cal factor - The MCAH Director is responsible for overseeing local MCAH staff and activities in more than one MCAH program. The MCAH Director is allowed to time study to each specific MCAH program (such as MCAH, CPSP, FIMR, Education/Outreach and Dental) and use the Medi-Cal factor for each of these programs for claiming purposes. Each program will be budgeted and invoiced on separate lines in the personnel sheet of the MCAH budget and invoice.

MCAH Director/Coordinator Requirements

- Must have prior written approvals from the MCAH Branch program consultant and contract manager to claim a M/F different from the one listed in the MCAH Branch Base M/F Table.
- Role and responsibilities for participation or oversight of local jurisdiction MCAH or MCAH related programs (i.e. BIH, AFLP, ASPPP, and/or Grants) must be addressed in the MCAH Director/Coordinator's duty statement.
- Local jurisdictions must determine the percent of time spent per program based on actual time documented for activities/programs on an MCAH approved Time Study.
- The MCAH Director/Coordinator must include 100 percent of their time on the time study including time spent on programs not funded by the MCAH Branch.
- All data and mathematical calculations used to determine the MCAH Director's M/F must be maintained in the local audit file and available to auditors.
- The audit file must be maintained until the records retention schedule for the same audit period expires.
- If a State or Federal audit is performed in which there are findings resulting from the data or methodology used to determine an MCAH Director's M/F, the local jurisdiction is solely liable for any financial recovery and/or penalties as a consequence of the findings.
ENHANCED FFP FUNDING
REQUIREMENTS MCAH
DIRECTOR/COORDINATOR

Policy

FFP rules have specific requirements concerning qualifications for Skilled Professional Medical Personnel (SPMP) to allow Title 19 matching of SPMP staff at the enhanced rate (75/25). FFP requires that these special requirements be listed in the specific job specification or classification for SPMP staff claiming Title 19 matching funds.

- Local jurisdictions may not be able to meet these federal requirements for some SPMP staff (most often the MCAH Director or Coordinator positions) when local jurisdictions place them in general management job specification/classifications. This results in the local jurisdictions only being able to match the MCAH Director/Coordinator costs at a non-enhanced rate (50/50) for their time and activities.

Requirements

The positions of MCAH Director and MCAH Coordinator must be filled by a qualified physician or by a public health nurse, depending upon the population size of the local jurisdiction.

In order to claim at the enhanced rate (75/25), duty statements for a SPMP must reflect roles and responsibilities appropriate for the SPMP classification and level of expertise.

- All SPMP personnel must be one of the FFP approved professional classifications. (See the Personnel Section of the Program Manual for a complete list of specific classification and qualifications)
- For each SPMP classification the local health jurisdiction job specification/classification must stipulate that the incumbent hired must be a qualified SPMP.
BUDGET PROPOSAL

Submit a line item budget based on the following example for the period covering July 2007 through June 2008.

TOTAL AMOUNT (Personnel and Operating) $ 1,004,749

Budget Categories:

Personnel

Salaries $ 628,750
Fringe Benefits $ 194,913
Staff development and retention $ 10,000

SUBTOTAL $ 833,663

Expand the following chart as needed.

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>12-month Salary</th>
<th>12-month Fringe Benefits</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent of Time Allocated to This Program</th>
<th>Total Charge to This Program</th>
<th>Amount charged to Each Cost Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Admin</td>
</tr>
<tr>
<td>Director</td>
<td>$75,000</td>
<td>$23,250</td>
<td>$98,250</td>
<td>40%</td>
<td>$39,300</td>
<td>$39,300</td>
</tr>
<tr>
<td>Prg. Mgr</td>
<td>$50,250</td>
<td>$15,578</td>
<td>$65,828</td>
<td>100%</td>
<td>$65,828</td>
<td>$26,331</td>
</tr>
<tr>
<td>Prgm. Mgr</td>
<td>$50,250</td>
<td>$15,578</td>
<td>$65,828</td>
<td>100%</td>
<td>$65,828</td>
<td>$26,331</td>
</tr>
<tr>
<td>Pgrn Asst.</td>
<td>$32,000</td>
<td>$9,920</td>
<td>$41,920</td>
<td>100%</td>
<td>$41,920</td>
<td>$10,480</td>
</tr>
<tr>
<td>Case Mgr</td>
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<td>$12,400</td>
<td>$52,400</td>
<td>100%</td>
<td>$52,400</td>
<td>$52,400</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$40,000</td>
<td>$12,400</td>
<td>$52,400</td>
<td>100%</td>
<td>$52,400</td>
<td>$52,400</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$37,500</td>
<td>$11,625</td>
<td>$49,125</td>
<td>100%</td>
<td>$49,125</td>
<td>$49,125</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$37,500</td>
<td>$11,625</td>
<td>$49,125</td>
<td>100%</td>
<td>$49,125</td>
<td>$49,125</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$37,500</td>
<td>$11,625</td>
<td>$49,125</td>
<td>100%</td>
<td>$49,125</td>
<td>$49,125</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$37,500</td>
<td>$11,625</td>
<td>$49,125</td>
<td>100%</td>
<td>$49,125</td>
<td>$49,125</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$35,000</td>
<td>$10,850</td>
<td>$45,850</td>
<td>100%</td>
<td>$45,850</td>
<td>$45,850</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$35,000</td>
<td>$10,850</td>
<td>$45,850</td>
<td>100%</td>
<td>$45,850</td>
<td>$45,850</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$35,000</td>
<td>$10,850</td>
<td>$45,850</td>
<td>100%</td>
<td>$45,850</td>
<td>$45,850</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$35,000</td>
<td>$10,850</td>
<td>$45,850</td>
<td>100%</td>
<td>$45,850</td>
<td>$45,850</td>
</tr>
<tr>
<td>Case Mgr</td>
<td>$35,000</td>
<td>$10,850</td>
<td>$45,850</td>
<td>75%</td>
<td>$34,388</td>
<td>$34,388</td>
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<tr>
<td>TOTAL</td>
<td>$682,500</td>
<td>$211,575</td>
<td>$894,075</td>
<td>1615%</td>
<td>$823,663</td>
<td>$123,402</td>
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</table>

Attachment D
### Operating Expenses

- Insurance
- Contract Services
- Equipment Purchase
- Equipment Rental
- Rent/Building $34,700
- Utilities $____________
- Communications $____________
- Printing $1,177
- Supplies $2,100
- Travel (In Santa Clara County) $9,560
- Indirect Cost (15% maximum) $123,549
- Miscellaneous $____________

**SUBTOTAL** $171,086

Expand the following charts as needed.

#### Insurance

<table>
<thead>
<tr>
<th>Description</th>
<th>12-month Charge</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent Allocated to This Program</th>
<th>Charge to This Program</th>
<th>Amount charged to Each Cost Category:</th>
</tr>
</thead>
<tbody>
<tr>
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<td>TOTAL</td>
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</tbody>
</table>

#### Contract Services

<table>
<thead>
<tr>
<th>Description</th>
<th>12-month Charge</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent Allocated to This Program</th>
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<td>TOTAL</td>
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</tr>
</tbody>
</table>
### Budget Proposal (Continued)

#### Equipment Purchase

| Description | 12-month Charge | Total Salary and Fringe Benefits | Percent Allocated to This Program | Charge to This Program | Amount charged to Each Cost Category:
<table>
<thead>
<tr>
<th></th>
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<td></td>
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<td></td>
<td></td>
<td>Admin</td>
</tr>
</tbody>
</table>

**TOTAL**

#### Equipment Rental

| Description | 12-month Charge | Total Salary and Fringe Benefits | Percent Allocated to This Program | Charge to This Program | Amount charged to Each Cost Category:
<table>
<thead>
<tr>
<th></th>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Admin</td>
</tr>
</tbody>
</table>

**TOTAL**

#### Rent/Building

| Description | 12-month Charge | Total Salary and Fringe Benefits | Percent Allocated to This Program | Charge to This Program | Amount charged to Each Cost Category:
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.79 x 100 sq. feet x 16.15 FTE</td>
<td>$34,700</td>
<td>100%</td>
<td>$34,700</td>
<td>$5,205</td>
<td>$29,495</td>
</tr>
</tbody>
</table>

**TOTAL**

| Description | 12-month Charge | Total Salary and Fringe Benefits | Percent Allocated to This Program | Charge to This Program | Amount charged to Each Cost Category:
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$34,700</td>
<td>100%</td>
<td>$34,700</td>
<td>$5,205</td>
<td>$29,495</td>
</tr>
</tbody>
</table>
### Budget Proposal (Continued)

#### Utilities

<table>
<thead>
<tr>
<th>Description</th>
<th>12-month Charge</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent Allocated to This Program</th>
<th>Charge to This Program</th>
<th>Amount charged to Each Cost Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>Admin</td>
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<tr>
<td>TOTAL</td>
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</tr>
</tbody>
</table>

#### Communications

<table>
<thead>
<tr>
<th>Description</th>
<th>12-month Charge</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent Allocated to This Program</th>
<th>Charge to This Program</th>
<th>Amount charged to Each Cost Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Admin</td>
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<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td>TOTAL</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Printing

<table>
<thead>
<tr>
<th>Description</th>
<th>12-month Charge</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent Allocated to This Program</th>
<th>Charge to This Program</th>
<th>Amount charged to Each Cost Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Materials</td>
<td>$1,177</td>
<td>100%</td>
<td>$1,177</td>
<td>$1,177</td>
<td>Admin</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,177</td>
<td>100%</td>
<td>$1,177</td>
<td>$1,177</td>
<td></td>
</tr>
</tbody>
</table>
### Supplies

<table>
<thead>
<tr>
<th>Description</th>
<th>12-month Charge</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent Allocated to This Program</th>
<th>Charge to This Program</th>
<th>Amount charged to Each Cost Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>$2,100</td>
<td></td>
<td>100%</td>
<td>$2,100</td>
<td>Admin $475, Case Mgmt $1,625</td>
</tr>
</tbody>
</table>

**TOTAL** $2,100 100% $2,100 $475 $1,625

### Travel

<table>
<thead>
<tr>
<th>Description</th>
<th>12-month Charge</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent Allocated to This Program</th>
<th>Charge to This Program</th>
<th>Amount charged to Each Cost Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td>142 miles /month x 14 Case Managers x $0.40 mile</td>
<td>$9,560</td>
<td></td>
<td>100%</td>
<td>$9,560</td>
<td>Admin $9,560, Case Mgmt $9,560</td>
</tr>
</tbody>
</table>

**TOTAL** $9,560 100% $9,560 $9,560

### Indirect Cost (15% maximum)

<table>
<thead>
<tr>
<th>Description</th>
<th>12-month Charge</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent Allocated to This Program</th>
<th>Charge to This Program</th>
<th>Amount charged to Each Cost Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td>15% of Personnel</td>
<td>$123,549</td>
<td></td>
<td>100%</td>
<td>$123,549</td>
<td>Admin $18,910, Case Mgmt $104,639</td>
</tr>
</tbody>
</table>

**TOTAL** $123,549 100% $123,549 $18,910 $104,639
## Budget Proposal (Continued)

<table>
<thead>
<tr>
<th>Description</th>
<th>12-month Charge</th>
<th>Total Salary and Fringe Benefits</th>
<th>Percent Allocated to This Program</th>
<th>Charge to This Program</th>
<th>Amount charged to Each Cost Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Admin</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Case Mgmt</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment E
Business Associate Agreement

BUSINESS ASSOCIATE PROVISIONS PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in this provision of the Agreement have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, (42 USC sections 1320d et seq.) ("HIPAA") and the implementing regulations. To the extent the HIPAA Privacy Rule changes the meaning of the terms; this provision shall be modified automatically to correspond to the meaning given in the rule.

"PROTECTED HEALTH INFORMATION," as defined at 45 C.F.R. §164.501, means information transmitted or maintained in any form or medium, including demographic information collected from an individual, that

1. is created or received by a health care provider, health plan, employer or health care clearing house; and

2. relate to the past, present of future physical or mental health or condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual, and (a) identifies the individual or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"BUSINESS ASSOCIATE" refers to ___________________________ (Name of Contractor) in this Agreement.

"COVERED ENTITY" refers to the County of Santa Clara in this Agreement.

II. Duties & Responsibilities of BUSINESS ASSOCIATE

A. BUSINESS ASSOCIATE'S use and/or disclosure of PROTECTED HEALTH INFORMATION ("PHI") will be limited to those permitted or required by the terms of this Agreement or as REQUIRED BY LAW as defined pursuant to 45 CFR 164.501.

B. Unless otherwise limited by this Agreement, BUSINESS ASSOCIATE may use the PHI in its possession for the proper management and administration of the BUSINESS ASSOCIATE or to carry out its legal responsibilities.

C. BUSINESS ASSOCIATE may further disclose PHI for the proper management and administration of the BUSINESS ASSOCIATE or to carry out its legal responsibilities if the disclosure is required by law, or the BUSINESS ASSOCIATE receives reasonable assurances from the person receiving the PHI.
Attachment E

Business Associate Agreement

that it will be held confidentially, and will be used or further disclosed only as required by law and that the person receiving the PHI will notify the BUSINESS ASSOCIATE of any instances known in which the confidentiality has been breached.

D. BUSINESS ASSOCIATE must not use or disclose PHI in any manner that would constitute a violation of the PRIVACY RULE (Standard for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subpart A and E).

E. BUSINESS ASSOCIATE must use appropriate safeguards to prevent uses or disclosures of PROTECTED HEALTH INFORMATION other than as provided for by this Agreement.

F. BUSINESS ASSOCIATE must report in writing any use or disclosure of PHI not provided for by this Agreement to the COVERED ENTITY as soon as it learns of it.

G. BUSINESS ASSOCIATE must ensure subcontractors and agents that have access to or which the BUSINESS ASSOCIATE provides PHI agree in writing to like restrictions and conditions concerning the use and disclosure of PHI contained in this Agreement.

H. At the request of the COVERED ENTITY, BUSINESS ASSOCIATE must comply with the COVERED ENTITY'S request to accommodate an individual’s access to his/her PHI in a designated record set maintained by the BUSINESS ASSOCIATE. In the event an individual contacts BUSINESS ASSOCIATE directly about access to PHI, BUSINESS ASSOCIATE will not provide access to the individual but will forward the request to the COVERED ENTITY within three business days of contact.

I. Within fifteen business days of a request by the COVERED ENTITY, BUSINESS ASSOCIATE will comply with the COVERED ENTITY’S request to amend an individual’s PHI in a designated record set maintained by the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE will promptly incorporate any such amendment into the PHI. In the event an individual contacts BUSINESS ASSOCIATE directly about making amendments to PHI, BUSINESS ASSOCIATE will not make any amendments to the individual's PHI but will forward the request to COVERED ENTITY within three business days of such contact.

Standard Business Associate Contract Provision Language
Attachment E
Business Associate Agreement

J. BUSINESS ASSOCIATE must keep a record of disclosures of PHI for a minimum of six years and agrees to make information regarding disclosures of PHI available to the COVERED ENTITY within fifteen days of a request by the COVERED ENTITY. BUSINESS ASSOCIATE must provide, at a minimum, the following information:

(1) the name of the individual whose PHI was disclosed.
(2) the date of disclosure;
(3) the name of the entity or person who received the PHI, and the address of such entity or person, if known;
(4) a brief description of the PHI disclosed; and
(5) A brief statement regarding the purpose and explanation of the basis of such disclosure.

BUSINESS ASSOCIATE is not required to maintain a record of disclosures of PHI under the following circumstances:

(1) To carry out treatment, payment or County health care operations, or that are incident to such disclosures;
(2) To individuals of PHI about them;
(3) Pursuant to a written authorization;
(4) For the facility’s directory or to person involved in the individual’s care or other notification purposes in 45 CFR 164.510;
(5) For national security or intelligence purposes;
(6) To correctional institutions or law enforcement officials;
(7) As part of a limited data set in accordance with 45 CFR 164.514(c); or
(8) That occurred prior to the compliance date for the covered entity.

K. BUSINESS ASSOCIATE must comply with any other restrictions on the use or disclosure of PHI that the COVERED ENTITY may from time to time request.

L. BUSINESS ASSOCIATE must make its internal practices, books and records relating to uses and disclosures of PHI available to the Secretary of the U.S. Department of Health and Human Services or designee, for purposes of determining the COVERED ENTITY’S compliance with the PRIVACY RULE. BUSINESS ASSOCIATE must notify the COVERED ENTITY regarding any information that BUSINESS ASSOCIATE provides to the Secretary concerning the PHI. Concurrently with providing the information to the Secretary and upon the COVERED ENTITY’S request, BUSINESS ASSOCIATE must provide COVERED ENTITY with a duplicate copy of the information.

M. Upon the termination of this Agreement for any reason, BUSINESS ASSOCIATE must return or destroy all PHI, including all PHI that is in the possession of subcontractors or agents of the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE must not retain any copies of PHI. If return is not feasible,
Attachment E
Business Associate Agreement

BUSINESS ASSOCIATE must notify the COVERED ENTITY of the condition that makes the return of PHI not feasible.

N. The respective rights and responsibilities of BUSINESS ASSOCIATE related to the handling of PHI survive termination of this Agreement.

O. Notwithstanding any other provision of this Agreement, the COVERED ENTITY may immediately terminate this Agreement if BUSINESS ASSOCIATE has materially violated its responsibilities regarding PHI under this Agreement upon written notice.
CONTRACTOR may remotely access SSA’s CalWIN system only as set forth below. CONTRACTOR understands that all CalWIN information is strictly confidential and will be treated as such.

1. **Scope of Access**

CONTRACTOR may have access to SSA’s local area network and computers, the CalWIN application and SSA servers located at 333 West Julian Street, San Jose, CA, in accordance with County security procedures. Access to any other systems or networks is prohibited. Denise Boland, SSA Project Manager, or designee may approve modifications to these access rights as required for legitimate purposes of the CONTRACTOR.

Access can be suspended or cancelled at any time at the discretion of Denise Boland or the Social Services Information Services Department (SSA ISD). In addition to any suspected violation of the terms of this Agreement, emergency situations such as those involving security or a communications outage may prompt a suspension or cancellation. Access rights will be reviewed annually by the CONTRACTOR, Denise Boland and SSA ISD. CONTRACTOR shall be responsible for notifying Denise Boland of any change in CONTRACTOR staffing involving access rights within one working day of the change.

Access shall take place within the context of normal business operations and for legitimate business purposes only. Unauthorized or illegitimate access to County information is prohibited and may result in contract termination in the sole discretion of the County and other potential consequences as provided by law.

Hours of access shall be during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, unless otherwise arranged by Denise Boland or designee.

2. **Connection to Non-County Networks and/or Systems**

CONTRACTOR agrees to make every effort to protect Santa Clara County from unauthorized access of County owned and/or managed systems and networks by third parties. Any connection of County networks or systems to non-County owned and/or managed networks or systems shall be secured with a security infrastructure, procedures and methods, approved by Denise Boland or designee and SSA ISD. All approvals shall be written and obtained in advance of implementation.
3. **Monitoring/Audit**

Activities on County owned or managed systems and networks may be monitored. Anyone using County owned or managed systems or networks expressly consents to such monitoring, and understands that information relating to possible criminal conduct may be provided to County managers and/or law enforcement officials for disciplinary and/or legal action.

4. **Remote Access Security Requirements**

Any modem or other remote access capability installed on any system or network directly or indirectly connected to a County network must be secured with infrastructure, procedures and methods approved by Denise Boland or designee and the SSA ISD. All approvals shall be written and obtained in advance of deployment.

All remote access attempts to County networks and/or systems shall be logged on a County managed and monitored system with the date, time and caller identification for audit purposes. Configuration capabilities shall be under the management and control of Denise Boland or designee and protected to prevent unauthorized changes.

All modem or other remote access capabilities installed on any system or network directly or indirectly connected to a County network must be installed and configured by SSA authorized staff or their designee. In all cases, Denise Boland or designee, and SSA ISD shall have final authority for approving the configuration of modems and other remote access capabilities. The personnel authorized to approve, install and configure modems and other remote access capabilities shall be designated solely by SSA ISD.

All remote access must use a minimum of two-factor authentication. Two-factor authentication requires an ID and password assigned by SSA ISD as well as a one-time authentication code obtained from a CryptoCard configured and provided by SSA ISD.

Session inactivity time-outs will be defined by Denise Boland and configured by SSA ISD.

End users and consultant staff are responsible for following the guidelines outlined above and for relying on SSA's authorized staff for installation of remote access capabilities and associated configuration changes. In no case shall end users or consultant staff install or configure a modem or other remote access capability without approval and direct participation of SSA's authorized staff.
All employees, subcontractors and/or agents of the CONTRACTOR working on the SSA CalWIN system shall sign the CalWIN User Responsibility Statement.

5. **Technical Issues Contacts**
The following persons are designated as the contact/liaison between SSA and CONTRACTOR for technical issues:

CONTRACTOR: Alison Wakefield - Primary

Julie Smith - Secondary

County PROJECT MANAGER: Denise Boland - Primary

Jeannette Ferris - Secondary

6. **Web Access Allowing for Read Only**
If access to CalWIN is via standard Internet Browser, CONTRACTOR is responsible for having the requisite browser (brand, version e.g. Internet Explorer Version 5.5) on the computer. Keeping the browser version updated to meet CalWIN specifications is up to CONTRACTOR. CONTRACTOR is responsible for their own equipment and connection to the Internet. SSA is responsible for technical support from the point of connecting to CalWIN. SSA is not responsible for any damage that may occur to CONTRACTOR’S equipment.

7. **CryptoCard Remote Access and VPN Security System**
A CryptoCard, is a device used to establish authentication of the CONTRACTOR when accessing the SSA CalWIN program through County provided remote access and/or VPN capabilities. This section provides a list of responsibilities, which the CONTRACTOR agrees to perform.

Because the CryptoCard allows access to privileged or confidential information residing on the SSA’s file server, the CONTRACTOR agrees to treat the CryptoCard as it would a signature authorizing a financial commitment of a CONTRACTOR executive every time the CryptoCard is used.

Sharing access codes (User Identification – ID and/or passwords) is strictly prohibited. Each User who is given access to CalWIN must have their own, individual ID and password as well as CryptoCard.

Requests for new IDs will be submitted by the Contractor to Denise Boland or designee who will submit them to SSA ISD. A new ID, CryptoCard (if needed) and a single use password will be configured by SSA ISD and conveyed back to the user via Denise Boland or designee.
The user will be required to change their password upon their first log in. The user will also be assigned a pseudo-employee ID. The ID Request form will also require the last 4 digits of the user's SSN. If a password reset is required, the user may call the SSA ISD Help Desk at 408-491-6565, authenticate themselves to the agent by their pseudo-employee ID and SSN (4 digits) and the password will be reset.

The CONTRACTOR agrees to the following:

The CryptoCard is a County-owned device, and shall be labeled as such. The label must remain attached at all times.

The CryptoCard must be kept in a secured environment under the direct control of the CONTRACTOR, such as a locked office where public or other unauthorized access is not allowed.

If the remote access equipment is moved to a non-secured site such as a repair location, the CryptoCard shall be kept under CONTRACTOR control.

If the CryptoCard is misplaced, stolen, or damaged, the CONTRACTOR shall notify SSA by phone within one (1) business day. The County contact shall be Denise Boland or designee.

Use of the CryptoCard to gain unauthorized or illegitimate access to County information is prohibited and may result in contract termination in the sole discretion of the County and other potential consequences provided by law.

CONTRACTOR will notify Denise Boland or his/her designee within one working day of any change in personnel affecting use and possession of the CryptoCard. CONTRACTOR will obtain the CryptoCard from any employee who no longer has a legitimate need to possess the CryptoCard. Lost or non-returned CryptoCards will be billed to the CONTRACTOR in the amount of $300 per card.

The CryptoCard will be given to the CONTRACTOR upon agreement to these rules of conduct. The CryptoCard will be returned to the SSA contract person within five (5)
business days following contract termination, or upon written request of the County for any reason.

CONTRACTOR agrees that all employees who use the CryptoCard will be trained and made aware of their responsibilities and that no employee will be allowed to use a CryptoCard until they have certified their understanding and compliance by executing the CalWIN User Responsibility Statement.
Confidentiality of Patient Information

Name (print) Planned Parenthood Medical
Social Security # 94-15-83439

Department (print) ________________________________

☐ Employee ☐ Volunteer ☐ Student

Work Site (location) 635 N First St

☐ Contractor # ________________________________

☐ Other ________________________________

Index Code ________________________________

Subject to the provisions of the Confidentiality of Medical Information Act (California Civil Code §56-56.37), which permits the disclosure of certain information, it is the policy of the Santa Clara Valley Health and Hospital System (SCVHHS) that all patients have a right to confidential treatment of all communication and records pertaining to their care and stay in the hospital. All SCVHHS employees shall respect the rights of the patients in regard to confidentiality of such information. Violation of the guidelines regarding release of patient information is a cause for disciplinary action and may result in criminal and/or civil liability charges. The following are penalties from the Santa Clara County Ordinance Code, §A16-13, that could be imposed should the guidelines be violated:

(a) The intentional violation of any provision of this division (§A16) or any rules adopted thereunder, by an officer or employee of any agency shall constitute a cause for discipline, including termination of the intentional employment.

(b) Any person who intentionally provides any record containing personal information to any unauthorized person in violation of any provision of this division shall be guilty of a misdemeanor and be fined not more than five thousand dollars ($5,000.00) per occurrence, or imprisoned not more than one year, or both.

(c) Any person who requests or obtains any record containing personal or confidential information from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than five thousand dollars ($5,000.00) per occurrence, or imprisoned not more than one year, or both.

A patient whose medical information has been unlawfully used may recover actual damages as well as punitive damages up to $3,000.00, plus attorney fees and court costs.

As a SCVHHS employee, volunteer, student, vendor, or other person doing business with SCVHHS, I have both a legal and ethical responsibility to protect the privacy of patients. All information that I see or hear regarding patients, directly or indirectly, is completely confidential and must not be discussed or released in any form, except when required in the performance of my duties.

Additionally, if I have access to employee information or financial information or any other proprietary information, I am expected to treat the confidentiality of such information in the same manner as patient information.

I understand and agree that in the performance of my duties at SCVHHS, I must hold patient, employee, and proprietary information in confidence as outlined above. I understand that any violation of confidentiality may result in disciplinary action.

I will continue to maintain confidentiality of information obtained during my employment, service, or training with SCVHHS upon voluntary/involuntary termination.

Signature: ____________________________ Date: 6/13/07