

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA # *B-5

Urgent _____ Routine _____

AGENDA DATE February 27, 2001

CEO Concurs with Recommendation YES NO _____
(Information Attached)

4/5 Vote Required YES _____ NO

SUBJECT: APPROVAL FOR HEALTH SERVICES AGENCY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH SAN JOAQUIN COUNTY FOR REGIONAL IMMUNIZATION REGISTRY

STAFF
RECOMMEN-
DATIONS:

1. APPROVAL FOR HEALTH SERVICES AGENCY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SAN JOAQUIN COUNTY FOR REGIONAL IMMUNIZATION REGISTRY.
2. APPROVAL FOR THE HEALTH SERVICES AGENCY MANAGING DIRECTOR OR HER DESIGNEE TO SIGN THE MEMORANDUM OF UNDERSTANDING.

FISCAL

IMPACT: The term of this MOU is July 1, 2000 through June 30, 2001. The maximum amount payable for the fiscal year 2000/2001 shall not exceed \$120,000. This shall be a cost-reimbursement agreement.

BOARD ACTION

No. 2001-137

On motion of Supervisor Caruso, Seconded by Supervisor Simon, and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

Christine Ferraro

File No.

SUBJECT: APPROVAL FOR HEALTH SERVICES AGENCY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH SAN JOAQUIN COUNTY FOR REGIONAL IMMUNIZATION REGISTRY

PAGE: 2

DISCUSSION: A Healthy People 2010 national goal is to have 95% of children five years and under included in population immunization registries. California Department of Health Services (DHS) is supporting local registry development to help reach this goal. California now has operational or developing registries in 22 communities.

However, as registry cost information is being published by the Centers for Disease Control and Prevention (CDC) and All Kids Count (AKC), it is becoming apparent that costs were seriously underestimated, especially with the decline in CDC "317" grant dollars for immunization programs. Federal and State funds will not sustain registries without considerable local and private financial and in-kind support and cost-effective methods of operation.

Existing DHS Statewide Immunization Information System (SIIS) funding is insufficient to fund the entire cost of registry development and deployment throughout the State. The DHS has adopted several strategies for FY 2000/01 to more effectively target State SIIS funds. Those strategies pertinent to Stanislaus County include:

- Use of registry software evaluated and approved by DHS and statewide committees, supplemented by technical consultants will displace new software development and deployment. In general, we will use standards-based and evaluated best practices in registry deployment in the future.
- Four (4) county-developed software products (San Diego, San Bernardino, San Joaquin, and Contra Costa) have been recommended for continued development and deployment in their source counties and surrounding regions, where feasible.
- Strong promotion of regional deployment, both to better coincide with health service delivery crossing county lines and to achieve cost savings by consolidating registry operations.

All jurisdictions have to join with other local health departments (LHDs) in their area to apply for funds to support a regional registry project.

Close to \$3 million was made available to support the planning and initial development of regional automated immunization tracking and reminder systems (regional registries) for the 2000/01 Fiscal Year. This amount is to be divided among awardees, based upon the proposed activities, budgets, population size, and the overall SIIS funding strategy. The regional registries will ultimately be linked into a statewide network and will be referred to as SIIS. The applications must contain plans for maintaining the existing registries and migrating them into the proposed regional registry.

The State DHS, Immunization Assistance Branch, has approved the Regional Automated Immunization Information System Plan for Fiscal Year 2000/01. San Joaquin County and the State DHS intend to contract for provision of services under the

SUBJECT: APPROVAL FOR HEALTH SERVICES AGENCY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH SAN JOAQUIN COUNTY FOR REGIONAL IMMUNIZATION REGISTRY

PAGE: 3

DISCUSSION

(CONTINUED): approved plan. Stanislaus County Health Services Agency, as contractor, desires to cooperate and provide services pursuant to the State and County requirements. See attached MOU and Scope of Work.

POLICY

ISSUES: Board approval of this MOU will support the Board's goal of multi-jurisdictional cooperation and efficient government operations. It will allow the Health Services Agency to receive reimbursement for costs incurred in providing immunization registry services within Stanislaus County and participating in the regionalization of these services.

STAFFING

IMPACTS: There are no staffing impacts associated with approval of this MOU.

IMMUNIZATION REGISTRY
MEMORANDUM OF UNDERSTANDING

A _____

DATE:

COUNTY: **COUNTY OF SAN JOAQUIN**
 Courthouse - Room 707
 222 East Weber Avenue
 Stockton, CA. 95202

CONTRACTOR: **COUNTY OF STANISLAUS**
 Public Health Department
 820 Scenic Drive
 Modesto, CA 95350

RECITAL:

This agreement is made and entered into by the County of San Joaquin, a political subdivision of the State of California, hereafter referred to as "County" and the County of Stanislaus, 820 Scenic Drive, Modesto, Ca 95350, hereafter referred to as "Contractor."

The State Department of Health Services, Immunization Assistance Branch, has approved the Regional Automated Immunization Information System Plan for Fiscal Year 2000 - 2001. The County and the State Department of Health Services intend to contract for provision of services under the approved plan and the Contractor desires to cooperate and provide those services pursuant to State and County requirements.

THE PARTIES AGREE AS FOLLOWS:

A. Fiscal Agent/Lead Agency:

San Joaquin County shall act as Fiscal Agent and Lead Agency for the Regional Automated Immunization Information System project.

B. Term of the Agreement

The term of this agreement shall be from July 1, 2000 through June 30, 2001. This contract is contingent upon State approval and the receipt of State funds. If the State does not approve the contract or does not provide funds for the contract, the contract shall be null and void. The Contractor shall

return all funds received to the County.

This contract specifically incorporates all provisions specified in contract #00-91083 between the County and the State Department of Health Services. The Contractor shall comply with all terms and conditions contained therein. The contract between the State and County will be marked Exhibit 1 and attached hereto.

C. Services, Staffing and Subcontracting

The Contractor shall provide services set forth in the Scope of Work, marked Attachment A.

Contractor agrees to hire staff who meet the minimum qualifications for each position based on the agency's approved job duty statements. Contractor shall maintain current duty statements and staff resumes for all funded positions included in the Contractor's approved budget (Attachment B) and shall provide these to the County upon request.

The Contractor shall act in an independent capacity and not as an officer, employee, or agent of the County. The Contractor shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, and telephones necessary to fulfill contract obligations. The Contractor shall not subcontract with other organizations to implement services stated in the Contractor's Scope of Work without the County's prior written approval.

D. Amount Payable, Approved Budget and Basis for Payment

The maximum amount payable under this contract shall not exceed \$120,000.00. Contractor shall be reimbursed for costs incurred in the performance of services under this agreement as specified in the approved budget, marked Attachment B. This shall be a cost reimbursement agreement. Payments shall be based on actual costs incurred by the Contractor in the performance of work as specified in Exhibit A Scope of Work. Payment shall be limited to line items and amounts specified in the approved budget-Attachment B.

E. Invoicing, Fiscal Documentation and Audit Requirements

In consideration of the services provided in accordance with this agreement, the County shall reimburse Contractor in arrears, monthly, upon submission of an invoice in accordance with Exhibit B-Invoice and Attachment C-Itemized Budget Expenditure Report. Invoices and expenditure reports must be submitted no later than fifteen (15) working days after the end of the quarter. Invoices must have original signatures and are to be submitted to:

San Joaquin County Public Health Services
P.O. Box 2009
Stockton, CA 95201
ATTN: Immunization Program

Invoices shall specify cost for line items detailed on the approved budget (Attachment B) and no other

categories. Billing dependent upon a budget adjustment or contract amendment either will not be paid until the adjustment or amendment is fully approved or will be reduced to the amount available under the contract. Contractor will be responsible for costs of unapproved claims. Approved invoices shall be processed for payment within thirty days of receipt. Payment of invoices is contingent upon timely receipt by Public Health Services of progress reports from Contractor, as specified in Section G of this agreement.

Adequate documentation of expenditures and services shall be maintained by Contractor to permit the determination of the allowability of expenditures reimbursed by the County under this agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate, according to generally accepted accounting practices, the questionable costs shall be disallowed by the County.

Contractor shall maintain records of accounts, including property, personnel and financial records, in a form, format and content that ensures proper accounting for all County funds received pursuant to this agreement. These records shall be made available to the County for examination during normal business hours and shall be retained in an easily retrievable location for four years after the expiration of this agreement.

In accordance with OMB circular A-133 (audit requirement for Not-for-Profit Organization), any not-for-profit organization receiving more than \$25,000 but less than \$100,000 of federal monies is required to have either an organization-wide single audit or an audit of each award. If the organization received more than \$100,000 of federal monies, it must have an organization-wide single audit performed. The appropriate audit shall be submitted to the Director of Public Health Services or his designee no later than three months following the end of the Contractor's fiscal year.

In the event the County suffers any audit disallowance pertaining to unapproved services authorized by designated Contractor representatives, Contractor shall reimburse the County in full.

F. Budget Adjustments and Contract Amendments

Adjustments to the approved budgets are limited to transfers between approved line items of \$5,000 or less. Budget adjustments shall not affect the type and amount of contracted service. Contractor must submit a written request to the Director of Health Services or his designee justifying the transfer of funds and stating the effective date of the change. A Budget Change Request Form (Attachment E) must be submitted with the written justification. Budget revision requests must be received by the Director of Public Health Services at least 30 days prior to the end of the contract term. The request will be reviewed by the Director of Public Health and, as needed, by the Immunization Assistance Branch, State Department of Health Services. The Contractor shall be notified in writing within 15 working days of receipt of the request of approval or disapproval of the proposed changes.

A formal contract amendment must be completed and approved by the County to change the total contract amount, the amount payable in any specific time period, to transfer in excess of \$5,000 between budgeted line items or to change any service terms in the Scope of Work (Attachment A). Contract amendment requests must be submitted in writing to the Director of Public Health Services or his

designee justifying the proposed change(s). A Budget Change Request Form (Attachment H) must be submitted for proposed budget changes. Contract amendment requests must be received at least 90 days prior to the end of the contract term. The request will be reviewed by the Director of Public Health Services and, as needed, by the Immunization Assistance Branch, State Department of Health Services. The Contractor will be notified within 15 working days of receipt of approval or disapproval of the request by Public Health Services. A contract amendment is not effective until the County has formally approved the amendment.

G. Quarterly and Final Progress Reports

Contractor shall complete and submit biannual progress reports and a final report no later than the following due dates:

	Due Date	Time Period
Progress Report	January 15	July 1 to December 31
Final Report (cumulative)	July 15	March 16 to June 30

Progress reports shall be submitted using the standard report format in Attachment F, Progress Report.

H. Data Collection

Contractor shall collect and maintain service-related data including data on clients served under this agreement, and any other data required by the County or State for project evaluation purposes.

Contractor shall provide access to program records upon written request by the Director of Public Health Services or his designee.

I. Indemnification and Insurance

In addition to the State insurance requirements, the Contractor shall indemnify, defend, and save harmless the State and the County, their officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for damages, injury or death arising out of or connected with the Contractor's performance of this contract. Without limiting Contractor's indemnification, Contractor shall maintain in force at all times during the performance of this contract a policy or policies of insurance covering all of its operators. The limits of insurance are \$1 million combined single limits per occurrence. These limits include bodily injury, property damage, and general liability coverage which includes contractual liability coverage, professional malpractice, and comprehensive automotive liability if vehicles are used to transport clients. Contractor's insurance shall be primary and the County and State shall be listed as additional insured. A certificate evidencing the maintenance of such coverage shall be filed with San Joaquin County Risk Management and the certificate shall state that the State of California and the County of San Joaquin, their officers, agents, and employees, are additionally insured and the certificate shall state that the coverage shall not be canceled or modified without giving the County thirty (30) days written notice. Contractor shall maintain worker's compensation insurance.

J. Conflict of Interest

Attachment G, Conflict of Interest, consisting of one page is incorporated and made a part hereof by this reference.

K. Nondiscrimination Clause

Attachment H, Nondiscrimination Clause, consisting of one page is incorporated and made a part hereof by this reference.

L. Termination

This agreement may be terminated with or without cause by either party upon 30 days advance written notice to the other party. Notification shall state the effective date of the termination. Contractor shall be entitled to reimbursement of allowable costs under the terms of this agreement incurred prior to the date of termination subject to the maximum amount payable. If terminated, the final billing by Contractor shall be due within 30 days of the effective date of the contract termination.

M. Exhibits and Attachments

This contract contains and incorporates Attachments as follows:

Exhibit 1	State Contract #00-91083
Attachment A	Scope of Work
Attachment B	Budget
Attachment C	Itemized Budget Expenditure Report
Attachment D	Invoice (Request for Reimbursement)
Attachment E	Sample Budget Change Request Form
Attachment F	Progress Report
Attachment G	Conflict of Interest
Attachment H	Nondiscrimination Clause

IN WITNESS WHEREOF the parties have executed this agreement the date first written above.

CONTRACTOR: COUNTY OF STANISLAUS

Herein referred to as "CONTRACTOR"

APPROVED AS TO CONTENT:

BY _____
BEVERLY M. FINLEY
TITLE: Managing Director
Health Services Agency

BY Pat Sweeney
PAT SWEENEY
TITLE: Senior Management Consultant
Chief Executive Office

APPROVED:

By _____
KAREN FURST, MD, MPH
San Joaquin County Health Officer

By _____
MICHAEL N. SMITH, Director
Health Care Services

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

BY _____
Deputy Clerk

APPROVED AS TO FORM:

BY Dean Wright
DEAN WRIGHT
Deputy County Counsel

COUNTY OF SAN JOAQUIN
A political subdivision of the
State of California

By _____
DARIO L. MARENCO, Chairman
Board of Supervisors

APROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

BY _____
MICHAEL MC GREW
Assistant County Counsel

A-01-10
11/9/01

"EXHIBIT 1"

STATE OF CALIFORNIA

STANDARD AGREEMENT

APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT NUMBER 00-91083	AM. NO. 00
TAXPAYER'S FEDERAL ID. NUMBER	

THIS AGREEMENT, made and entered into this 1st day of June, 2000 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: Chief, Program Support Branch AGENCY: Department of Health Services, hereafter called the State, and CONTRACTOR'S NAME:

COUNTY OF SAN JOAQUIN (Public Health Services), hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The following exhibits are attached, incorporated herein, and made a part hereof by this reference:

- A. Exhibit A, entitled "Terms", consisting of five (5) pages.
- B. Exhibit B, entitled "Budget", consisting of one (1) page. Exhibit B Schedule 1, page 2 entitled "Stanislaus Public Health Department", and Exhibit B scheduled 2, page 3 entitled "Tim Dixon" are for informational purposes only.
- C. Exhibit C, entitled "Contractor's Release", consisting of one (1) page.
- D. Exhibit D, entitled "Contract Uniformity", consisting of two (2) pages.

Approved as to Form
TERRENCE R. DERMODY
County Counsel

By Michael McGrew
Assistant County Counsel

CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY <u>Department of Health Services</u>	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) <u>COUNTY OF SAN JOAQUIN (Public Health Services)</u>		
BY (AUTHORIZED SIGNATURE) ▷	For	BY (AUTHORIZED SIGNATURE) ▷ <u>[Signature]</u>	
PRINTED NAME OF PERSON SIGNING		PRINTED NAME OF AND TITLE OF PERSON SIGNING <u>Michael N. Smith, Director, Health Care Service</u> <u>Karen Furst, M.D., Health Officer</u>	
TITLE <u>Chief, Program Support Branch</u>	ADDRESS <u>1601 E. Hazelton; P.O. Box 2009</u> <u>Stockton, CA 95201-2009</u>		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 303,360.00	PROGRAM / CATEGORY (CODE AND TITLE) <u>Local Assistance</u>		FUND TITLE <u>General</u>	
	(OPTIONAL USE)			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM <u>4260-111-001</u>	CHAPTER	STATUTE <u>2000</u>	FISCAL YEAR <u>2000/2001</u>
TOTAL AMOUNT ENCUMBERED TO DATE \$ 303,360.00	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>00-51343-4470-702-03</u>			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.S.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER ▷			DATE	

Department of General Services Use Only

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

- E. Exhibit A(S), entitled "Additional Provisions", consisting of fourteen (14) pages
 - F. Exhibit A-1, entitled "Current Contract Year Equipment Purchased with State Funds", consisting of one (1) page.
 - G. Exhibit A-2, entitled "Annual Inventory of State Furnished Equipment", consisting of one (1) page.
2. The period of this contract shall be from July 1, 2000 through June 30, 2001.
3. The total amount payable by the State to the Contractor shall not exceed \$ 303,360.00.
4. Invoice Instructions
- A. In consideration of the services performed in a manner acceptable to the State according to the contract terms and conditions herein, the State shall reimburse the Contractor for allowable costs incurred according to approved and authorized budget expenses. Authorized expenses that have been approved for payment may be later disallowed and/or subject to repayment as the result of a subsequent program and/or financial audit.
 - B. An itemized invoice shall be submitted quarterly, in arrears, in a format acceptable to the State to:

State Department of Health Services
Immunization Branch
2151 Berkeley Way, Room 712
Berkeley, CA 94704
 - C. All invoices must reference the number assigned to this contract by the State and must be signed by a duly authorized person who can certify the authenticity and accuracy of all expenses submitted for reimbursement. Invoices must also bear the name of a contact person, their telephone number and a fax number.
5. Timely Submission of Final Invoice
- A. A final undisputed invoice shall be submitted for payment as soon as practical, following the contract expiration or termination date and, in no case later than 90 calendar days following the expiration or termination date of this contract, unless a later or alternate deadline is negotiated and agreed upon in writing by the State. Said invoice should be clearly marked "Final Invoice", to indicate that all payment obligations of the State under this contract have ceased and that no further payments are due or outstanding.
 - B. The State, at its discretion, may elect not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval to extend the final invoice submission deadline shall be sought prior to the expiration or termination date of this contract.

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

6. Definition of Equipment

Equipment is defined as any nonexpendable item with a unit cost of \$5,000 or more and a useful life of one year or more. This equipment definition supersedes the definition appearing in paragraphs 2. a. and b. of Additional Provisions Exhibit A(S).

7. Year 2000 Compliance Requirements

The contractor represents and warrants fault-free performance in processing of date and date related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and firmware products delivered and used under this contract, individually and in combination, upon installation. Fault-free includes the manipulation of this data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.

8. Prohibited Use of State Funds for Software

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

9. Child Support Compliance Act Acknowledgment

Effective January 1, 1999, by signing this contract that exceeds \$100,000, the Contractor acknowledges that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- C. Questions about the New Employee Registry and reporting requirements are to be directed to the California Employment Development Department.

TERMS

SECTION I. TERMS AND CONDITIONS

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

A. Objectives:

- 1) Plan and begin to implement regional automated immunization information and reminder system to ensure adequate immunization of all children in the community, whether served by private or public providers.
- 2) Involve public and private immunization providers throughout the local area in the planning and implementation of the automated immunization information and reminder system and outreach to the community to educate and involve them in plans for increasing immunization through the use of the automated registry and recall system.
- 3) Formulate and implement specific plans for protecting the security of the system and the integrity and confidentiality of shared data on the automated immunization system.
- 4) Provide pilot project information on implementation of the regional automated system to the Statewide Immunization and Information System (SIIS) in order to contribute to the overall development of the statewide system.
- 5) Coordinate with SIIS and other SIIS grantees to develop internetwork capabilities and share immunization information.
- 6) Submit reports, as required, to the Statewide Immunization Information System (SIIS).

B. Specific Automated Regional Immunization Registry Activities

- 1) Planning and Implementation
 - a. Develop and execute regional governance procedures and inter-county agreements.
 - b. Establish a regional server database in which all records of children in the region are to be maintained.
 - c. Develop and initiate plans for migrating any existing immunization registry database in the region into the regional database, while maintaining support for current users.

- d. Use hardware and software options for database management, telecommunications, and network linkage that are easy to modify and facilitate interconnectivity, specifically including web enablement.
 - e. Identify target population(s) and prioritize entry into registry, beginning with infants and children under age 5 years.
 - f. Determine estimated fiscal/resource needs of registry and develop a plan to meet them.
 - g. Allow providers to input information into the registry by fully or partially automated mechanisms.
 - h. Merge, store, and update information on immunizations to each client by all providers in registry.
 - i. Allow providers to access clients' immunization history and immunization status in registry.
 - j. Provide registry function and usage guidelines, training and/or consultation to participating immunization providers.
 - k. Establish and maintain help desk(s) to support software users in whole region.
 - l. Allow rapid retrieval of client immunization information on a continual on-line basis.
 - m. Evaluate individual client immunization status vis-a-vis standard ACIP and/or AAP recommended schedules to determine immunizations currently due.
 - n. Periodically issue immunization reminder and/or recall notifications based on immunization status to clients, their families, or providers.
 - o. Perform at least annual immunization coverage assessments of clients under 5 years of age, according to specifications of age and vaccine group given by DHS.
- 2) Community-wide Participation
- a. Assess current capacity of health care providers in region to effectively participate in registry in regard to automated equipment and to staffing and training.
 - b. Allow any interested immunization providers to participate in registry, provided they comply with confidentiality, security, and other requirements the registry adopts.

- c. Form advisory group(s) with representation from at least the local health department, immunization and/or MCH programs, non-profit Community Health Center, and at least three private immunization providers.
[Recommended: Include at least one HMO that is a major immunization provider, input from schools, WIC agencies, lay community groups and technical advisers.]
- d. Secure ongoing input from advisory group(s) into registry design and operation.
- e. Design registry to be multi-provider and catchment area-wide, capable of serving all providers who want to participate.
- f. Within one year of the registry becoming operational, include at least some providers from the local health department, non-profit CHC's, and the private medical sector.
- g. Require all "outside" providers regularly receiving pediatric vaccines from local health department to participate in registry, once it is operational, as a condition for receipt of vaccine.

3) Security, Data Integrity, and Confidentiality

- a. Develop plans to ensure the security of the physical system through proper housing and maintenance and of the registry through software security systems in accordance with state guidelines.
- b. Establish and maintain written confidentiality procedures, in accordance with state guidelines.
- c. Maintain records containing name and address of each provider or other agency with which each client's information is shared.
- d. Include in the registry the source of information inputted on clients.
- e. Identify sources of incorrect information.
- f. Conduct quality control of data, identify incorrect information, and develop procedures to prevent inclusion of incorrect information.
- g. Require providers to inform clients of what data will be entered into the registry, what data will be shared with whom for what purposes and of these clients' rights:
 - to refuse to allow information to be shared beyond one's own provider;
 - to refuse to receive immunization recall/reminder notice;
 - to inspect information to be shared and to have input to correct errors;
 - to obtain, upon request, names and addresses of those with whom information has been shared.

4) Sharing Regional Project Information

- a. Allow DHS site visits and inspections of registry procedures, protocols, software, forms, etc., developed wholly or partly with this funding.
- b. Share these materials with DHS to assist in development of registries throughout the state.

5) Internetworking and Coordination with SIIS

- a. A regional registry representative must participate in SIIS conferences and internetwork planning.
- b. Registry must meet inter-registry and linkage standards developed by DHS with its SIIS working groups, in regard to hardware and software used.
- c. Registry must translate minimum client information data elements into a specified state-wide format for inter-registry transfer.
- d. Participate in pilot testing of registry-DHS transfer of minimum client data.
- e. Respond to queries for information in the required format.
- f. Be open on-line for inter-registry and registry-DHS information transfer at hours specified by DHS, once the registry is in operation.
- g. Provide DHS with non-identified individual or aggregate client data for immunization coverage assessment.

C. Required Reports

1) Reports of Local Program Progress and Activities

In accordance with the guidelines and format provided by the Immunization Branch, the Contractor shall submit to the SIIS Coordinator, at the Branch address identified in paragraph 4 of Section I in this Exhibit, an annual progress report and other reports as required for registry development and maintenance. In addition to the written report the Contractor and Project Liaison, or his designee, may meet and discuss the above matters in person.

- 2) Contractor agrees that itemized personnel positions listed in the Application for Immunization Project Subvention Funds shall not be subject to Contractor's personnel policy decisions to refrain from filling vacant positions. The total amount of the contract will be indicated as either some part, or all, of the total operations budget. If the total amount of the contract is less than the total operations budget, the Contractor will be responsible for providing the difference between the total amount of the contract and the total operations budget. Further, all invoices to the State which request reimbursements

for positions included in the Contractor's Application for Immunization Project Subvention Funds as submitted by the Contractor shall include the name and position title of the persons that have performed in these positions.

- 3) The Contractor shall provide for any personnel or operating expenses that are necessary to meet the provisions included herein but are not provided for in the Budget included as Exhibit "B".
- 4) All reports, invoices, and other written communications are to be addressed and delivered to the State Department of Health Services, Immunization Branch, 2151 Berkeley Way, Berkeley, California 94704.
- 5) The State reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.
- 6) This Contract may be terminated by either party upon 30 days' written notice to the other party. Further, this Contract may be terminated or suspended upon written notification by the State at any time for failure on the part of the Contractor to comply with any of the provisions contained herein.
- 7) In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of a quarterly invoice by Contractor on Contractor's letterhead, stating the time period covered, stating the contract number, for actual expenditures in accordance with the approved budgetary detail, titled, Application for Immunization Project Subvention Funds, as submitted by the Contractor. All invoices will bear the name of a contact person, their telephone and fax numbers, and be signed by a duly authorized person who can certify the authenticity and accuracy of all expenses submitted for reimbursement. Invoices shall be submitted to the State Department of Health Services, Immunization Branch, 2151 Berkeley Way, Room 712, Berkeley, CA 94704.

The Contractor may request and the State in its sole discretion may approve cumulative line item shifts of up to \$25,000 or 10% of the annual contract total, whichever is greater, so long as the annual contract amount does not increase or decrease. Annual contract amounts exceeding \$500,000 may not exceed a cumulative annual maximum transfer amount of \$50,000. Approved line item shifts meeting the criteria herein, shall not require a formal contract amendment or control agency approval. Line item shifts may be proposed/requested by either the State or the Contractor. Any changes to the approved budgetary detail, titled Application for Immunization Project Subvention Funds, shall require prior approval by the State. The Contractor shall submit a written explanation of the need for such excess and specifically identify the line item(s) to be reduced in order to increase the excess item(s) and provided further that the State reserves the right to deny any such claim for any excess reimbursement on any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 3 of the Standard Agreement.

**EXHIBIT B
BUDGET**

County of San Joaquin
Public Health Services
Contract Number 00-91083
July 1, 2000 - June 30, 2001
Page 1

I. PERSONNEL COSTS	\$127,277.00
II. FRINGE BENEFITS @ 21-28%	\$23,876.00
III. OPERATING EXPENSES	\$10,300.00
IV. EQUIPMENT EXPENSES	\$12,000.00
V. TRAVEL AND PER DIEM	\$5,252.00
VI. SUBCONTRACTS	\$124,655.00
VII. DIRECT OVERHEAD TOTAL = I.-VI.	\$303,360.00
VIII. INDIRECT COSTS	\$0.00
IX. OTHER COSTS	\$0.00
TOTAL BUDGET	\$303,360.00

**EXHIBIT B --Schedule 1
BUDGET
Page 2**

Applicant: County of San Joaquin (Public Health Services)
 Budget Period From: July 1, 2000 - June 30, 2001

Subcontracts

Name of Subcontractor: Stanislaus Public Health Department
 Contact Person: Nancy Bancroft
 Address: 820 Scenic Drive
 City, State, & Zip Code: Modesto, CA 95350
 Telephone #: (209) 558-4815
 Federal Tax I.D. Number: _____

I. Personal Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Project Director	40%	\$4,801	\$23,045.00
Implementation Coordinator	75%	\$3,444	\$30,996.00
Network Engineer	70%	\$3,297	\$27,695.00
Admin Clerk	50%	\$1,662	\$9,972.00

Personal Services Subtotal \$91,708.00

Fringe Benefit Rate @ 25% - 36% \$25,218.00

Personal Services Subtotal \$116,926.00

II. Operating Expenses

Supplies	\$1,000.00
Health Education Materials	\$0.00
Travel	\$2,074.00
Equipment	\$0.00

Operating Expenses Subtotal \$3,074.00

Subcontracts Total = (I. Personal Services + II. Operating Expenses) **\$120,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

**EXHIBIT B --Schedule 2
BUDGET
Page 3**

Applicant: County of San Joaquin (Public Health Services)
 Budget Period From: July 1, 2000 - June 30, 2001

Subcontracts

Name of Subcontractor: Tim Dixon
 Contact Person: Same
 Address: 270 Mar Vista Dr
 City, State, & Zip Code: Monterey, CA 93940
 Telephone #: (831) 643-2773
 Federal Tax I.D. Number: _____

I. Personal Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Programming and Technical Assistance	133 HOURS	\$35	\$4,655.00

Personal Services Subtotal \$4,655.00

Fringe Benefit Rate \$0.00

Personal Services Subtotal \$4,655.00

II. Operating Expenses

Supplies	\$0.00
Health Education Materials	\$0.00
Travel	\$0.00
Equipment	\$0.00

Operating Expenses Subtotal \$0.00

Subcontracts Total = (I. Personal Services + II. Operating Expenses) \$4,655.00

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

CONTRACTOR'S RELEASE

Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 00-91083 entered into between the State of California Department of Health Services and the Contractor (identified below), the Contractor does hereby acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that [Enter "percentage value" or "zero"] _____ percent of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

Contractor's Legal Name (As on contract):

County of San Joaquin (Public Health Services)

Signature of Contractor or Official Designee:

Date:

Printed Name/Title of Person Signing:

DHS Distribution: Accounting (Original) Program CMU contract file

CONTRACT UNIFORMITY

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

1. As used in this agreement with reference to State and/or federal funds, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
2. As used herein, fringe benefits do not include:
 - a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
 - b. Director's and executive committee member's fees
 - c. Incentive awards and/or bonus incentive pay
 - d. Allowance for off-site pay
 - e. Location allowances
 - f. Hardship pay
 - g. Cost-of-living differentials
3. Specific allowable fringe benefits include:
 - a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
 - a. Be necessary and reasonable for the performance of the contract.
 - b. Be determined in accordance with generally accepted accounting principles.
 - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. It is agreed by both parties that any and all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
 - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).
 - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).
 - c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, cannot be claimed as an allowable cost (See example on page 2).

Contract Uniformity
Earned/Accrued Compensation Examples

Example No. 1:

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

Example No. 2:

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

Example No. 3:

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

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(FOR STATE FUNDED SUBVENTION AID/LOCAL ASSISTANCE
COST REIMBURSEMENT CONTRACTS/GRANTS)

1. TRAVEL AND PER DIEM

Any reimbursement for necessary travel and per diem shall be at rates currently in effect, as established by the Department of Personnel Administration, for similar state employees. Exceptions to these rates may be approved by the State upon the verification of a statement submitted by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

2. PURCHASING/PROCUREMENT RULES

- a. **Units of local government and public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof) and state and federal agencies, whether acting as a contractor and/or subcontractor, may use their existing procurement systems to secure all articles, supplies, equipment (e.g., nonexpendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles) and services related to such purchases that are required in performance of this contract, without regard to dollar limit, subject to the provisions in paragraphs e through i of this section. The provisions in paragraphs b, c, and d of this section may also apply, if purchases are subdelegated to subcontractors that are nonprofit organizations, for-profit entities or private vendors.**
- b. **All other entities (nonprofit organizations, for-profit entities, or private vendors) may use their existing procurement systems to secure articles, supplies, equipment (e.g., nonexpendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles) and services related to such purchases that are required in performance of this contract. Equipment procurement shall not exceed an annual maximum limit of \$50,000, subject to the provisions stipulated in paragraphs c through i of this section. The provisions in paragraph a of this section may also apply, if purchases are subdelegated to subcontractors that are units of local government, public entities, state or federal agencies.**
- c. **All other entities (nonprofit organizations, for-profit entities, or private vendors), whether acting as a contractor or subcontractor, shall use procurement systems that meet the following standards:**
 - (1) **Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.**
 - (2) **Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.**

consumed in performance of this contract shall be considered state equipment and property of the State.

- b. Title to state equipment shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, the State shall not be under obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment.
- d. The Contractor and/or Subcontractor shall maintain and administer, according to state directives and sound business practices, a program for the proper use, maintenance, repair, protection, insurance, and preservation of state equipment.
- e. Equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall only be used for performance of this contract.
- f. The Contractor shall submit an annual inventory of equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract. Include in that inventory, said equipment in the Contractor's possession and/or in the possession of a subcontractor. The State will prescribe the inventory format and may supply applicable forms to be used for this purpose.
- g. Within 90 calendar days prior to the termination or end of this contract, the Contractor shall provide a final inventory of equipment to the State and shall at that time query the State as to the requirements, including the manner and method, of returning state equipment to DHS. Final disposition of equipment shall be at state expense and according to state instructions. Property disposition instructions shall be issued by the State immediately after receipt of the final equipment inventory.
- h. **Motor Vehicles**
 - (1) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, within 30 calendar days prior to the termination or end of this contract, the Contractor and/or Subcontractor shall return such vehicles to the State and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to the State.
 - (2) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the State shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or Subcontractor may use said vehicles for performance and under the terms of this contract.
 - (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall hold a valid State of California driver's license. In the event that 10 or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
 - (4) If any motor vehicle is purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the Contractor and/or Subcontractor, as applicable, shall provide, maintain and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this contract or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

- (2) The State may identify the information needed to fulfill this requirement.
- b. The State reserves the right to approve or disapprove the selection of subcontractors, require the substitution of subcontractors, and order the termination of subcontracts entered into in support of this contract.
 - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of the State. The State may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by the State.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this contract and shall, upon request by the State, make said copies available for approval, inspection, or audit.
 - e. Sole responsibility rests with the Contractor to ensure that subcontractors are paid in a timely manner.
 - f. The Contractor is responsible for all performance requirements under this contract even though performance may be carried out through a subcontract.
 - g. The Contractor is responsible for a subcontractor's actions or failure to take action in fulfilling the requirements of this contract.
 - h. When entering into consulting services contracts with the State, Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this contract.
 - (1) Budget detail format and submission requirements will be prescribed by the State.
 - (2) Methods of including budget detail in this contract, if applicable, will be prescribed by the State.
 - (3) Any subcontractor budget detail displayed in this contract, or incorporated by reference, is included for information purposes only.

Changes to a subcontractor's identity or subcontract budget detail may be made with the mutual consent of the State and the Contractor and said changes shall not require the processing of a formal amendment to this contract.

- i. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this contract.
- j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Contract Number) and final payment from the State, and to permit the State or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract."
- k. Unless otherwise stipulated in writing by the State, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this contract.
- l. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this exhibit: 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 19, and 30.

- c. If sufficient funds are not appropriated for this program and contract, this contract shall be invalid and of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the contractor or to furnish any other considerations under this contract, and the contractor shall not be obligated to perform any provisions of this contract.

9. STATE NONDISCRIMINATION CLAUSE AND REQUIREMENTS

- a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.
- b. Contractor shall include the nondiscrimination and compliance provisions of paragraph a in all subcontracts to perform work under the contract.
- c. The Contractor will not discriminate in the provision of services against any person with protected status as provided by state and federal law and described in paragraph a.
- d. For the purpose of this contract, distinctions made on the basis of a person's protected status as noted in paragraph a include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time or place from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- e. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to their protected status as noted in paragraph a.
- f. The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of a person's protected status as noted in paragraph a will be resolved by the State through the Department of Health Services' Affirmative Action/Discrimination Complaint Process.
- g. The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which participants of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.
- h. The Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by mentally or physically handicapped persons pursuant to 45 Code of Federal Regulations, Part 84, Sections 84.21 and 84.22.

The Contractor agrees under penalty of perjury (it, he, she) is not in violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or an air pollution district.

The Contractor agrees under penalty of perjury (it, he, she) is not subject to a cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is not finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. USE OF MINORITY, WOMEN, AND DISABLED VETERAN BUSINESS ENTERPRISES

(Applicable to any contract subject to M/W/DVBE goal participation or good faith effort compliance. Not applicable to local government or public entities or entities exempted by DHS.)

- a. It is a federal policy to award a fair share of contracts to small, minority, and women owned business firms. The State Legislature has declared that a fair proportion of the total purchases and contracts or subcontracts for property and services for the State be placed with minority, women, and disabled veteran owned business enterprises.
- b. All M/W/DVBE participation attachments, however labeled, completed as a condition of bidding, contracting or amending a subject contract are incorporated herein and made a part of this contract by this reference.
- c. Contractor agrees to use any and all proposed M/W/DVBEs, as identified in previously submitted M/W/DVBE attachments, unless the contractor submits a written request for substitution of a like vendor. All requests for substitution must be approved by the State, in writing, prior to using a substituted M/W/DVBE subcontractor, supplier or vendor.

Requests for substitution must be directed to the program funding this contract and must contain: (1) identity of the firm to be substituted and its M/W/DVBE status, (2) reason for the substitution, and (3) identity of the replacement firm and its M/W/DVBE status.

- d. Contractor agrees the State will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the State or its delegatee with any relevant information requested and shall permit the State or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with State M/W/DVBE goal or good faith effort compliance. Contractor further agrees to maintain such records for a period of three (3) years after final payment is received under the contract.

15. PRINTING

If printing or other reproduction work of more than an incidental and minor dollar amount (e.g., \$25,000 or 10 percent of contract total, whichever is less) is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through another source, the cost will be deducted from said contract amount. This requirement does not apply to normal in-house copying necessary for routine business matters of the Contractor.

16. PRIOR APPROVAL OF TRAINING SEMINARS, WORKSHOPS, OR CONFERENCES

Contractor shall obtain prior state approval over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference, and over any reimbursable publicity, or educational materials to be made available for

- c. Disputes arising out of an audit or examination of a contract not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation, or the contract shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

21. FINANCIAL AND COMPLIANCE AUDIT OF NONPROFIT ENTITIES

(Applicable only if Contractor is a nonprofit entity.)

- a. Definitions within this paragraph are defined in Section 38040 of the Health and Safety Code, which, by this reference, is made a part hereof.
- b. Contractor agrees to obtain an annual single, organization-wide financial and compliance audit. The audit shall be conducted in accordance with the requirements specified in the Federal Office of Management and the Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations."
- c. References to "Federal" in OMB Circular A-133 shall be considered to mean "Federal and/or State" in contracts where state funds are present either alone or in conjunction with federal funds.
- d. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year. Two copies of the audit report shall be delivered to the state program funding this contract. The report shall be due within 30 days after the completion of the audit.
- e. If the Contractor receives less than \$25,000 per year from the State, the audit shall be conducted biennially, unless there is evidence of fraud or other violation of state law in connection with this contract. This requirement takes precedence over the OMB A-133 section which exempts from federal audit requirements any nonprofit institution receiving less than \$25,000 per year.
- f. The cost of such audit may be included in the funding for this contract up to the proportionate amount this contract represents of the Contractor's total revenue.
- g. The State, or its authorized designee including the Bureau of State Audits, is responsible for conducting contract performance audits which are not financial and compliance audits.
- h. Nothing in this contract limits the State's responsibility or authority to enforce state law or regulations, procedures, or reporting requirements arising pursuant thereto.
- i. Nothing in this paragraph limits the authority of the State to make audits of this contract, provided, however, that if independent audits arranged for by Contractor meet generally accepted governmental auditing standards, the State shall rely on those audits and any additional audit work shall build upon the work already done.
- j. The State may, at its option, direct its own auditors to perform the single audit described in OMB Circular A-133. The State's auditors shall meet the independence standards specified in Government Auditing Standards. The audit shall be conducted in accordance with OMB Circular A-133 so as to satisfy all state and federal requirements for a single organization-wide audit.

22. CONTRACT AMENDMENTS

This contract may be amended by mutual agreement between the parties as stipulated in the body of this contract. The amendment may be subject to the approval of the Department of General Services.

24. CONTRACTOR NAME CHANGE

Contractor shall provide a written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

25. NOVATION

If the Contractor proposes any novation agreement, the State shall act upon the proposal within 60 days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the 60-day period, and confirmed in writing within five days.

26. DRUG-FREE WORKPLACE

Contractor certifies to the State that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision a and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
- d. Contractor agrees this contract may be subject to suspension of payments or termination of this contract, or both, and the Contractor may be subject to debarment, in accordance with the requirements of the Government Code, Section 8350 et seq., if the Department determines that any of the following has occurred:
 - (1) The Contractor or grantee has made a false certification.
 - (2) The Contractor violates the certification by failing to carry out the requirements of subdivisions a through c above.

27. COVENANT AGAINST CONTINGENT FEES

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

ANNUAL INVENTORY OF STATE-FURNISHED EQUIPMENT

Previous Contract No.: 99-85258
(if applicable)

Contractor's Name: County of San Joaquin (Public Health Services)	Contractor's Complete Address: DHS Program Address: 2151 Berkeley Way, Room 712, Berkeley, CA 94704	Contact Name/Phone No.: ()
DHS Program Name: Immunization Branch	DHS Liaison's Telephone No.: (510) 540-2065	
DHS Program Liaison: Rowena P. Manuel	E-Mail:	Date of This Report:

(THIS IS NOT A BUDGET FORM)

State ID Tag No. (If Motor Vehicle, List License No.)	Quantity	Description 1. Include manufacturer's name, model no., type, size, and/or capacity. 2. If motor vehicle, list year, make, model no., type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	Base Cost Per Unit	DHS ASSET MGMT. USE ONLY DHS Document No.	Date Received	Serial No. (If Motor Vehicle, list VIN No.)
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			

INSTRUCTIONS: 1. Copy information from Exhibit A-1 from prior contracts.
 2. For more information regarding listing and tagging of equipment, please call Asset Management at (916) 323-4524.

EXHIBIT A-1
CURRENT CONTRACT YEAR EQUIPMENT PURCHASED WITH STATE FUNDS

Contract number: 00-91083

Previous contract number (if applicable): 99-85258

Contractor's name: County of San Joaquin (Public Health Services)

Complete address: _____

Telephone number: _____

Contractor's contact person: _____

Date current contract expires: June 30, 2001

DHS program name: Immunization Branch

DHS program liaison: Rowena P. Manuel

DHS program address: 2151 Berkeley Way, Room 712
Berkeley, CA 94704

Liaison telephone number: (510) 540-2065

Date of this report: _____

Please Read Instructions on Reverse Side Before Completing
(THIS IS NOT A BUDGET FORM)

State ID Tag Number (If motor vehicle, list license number)	Quantity	Description 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	Base Cost Per Unit	DHS Order or DHS Document Number	Date Received	Serial Number (If Motor Vehicle, List VIN Number)
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			
			\$			

Attachment A
Regional Automated Immunization Information Project
Scope of Work

A. Objective 1: During July 1, 2000- June 30, 2001, Stanislaus County Public Health Department will assist in establishing and developing a regional advisory group for the Regional Immunization Data Exchange registry.

1. Participate in Regional meetings, subcommittees and activities
2. Assist in developing regional governance agreement
3. Assist in developing inter-county communications plan
4. Assist in identify counties' roles and responsibilities
5. Assist in developing exit/entrance rules for entities participating in registry
6. Assist in determining a process for conflict resolution
7. Facilitate the adoption and processing of interagency agreement in Stanislaus county and assist other regional partners if necessary
8. Facilitate communication between local Stanislaus County Advisory Board and Regional Board
9. Assist with the identifying new report elements needed from the registry

B. Objective 2: During July 1, 2000- June 30, 2001, Stanislaus County Public Health Department will coordinate local activities to maintain current utilization of the Immunization Registry Information System (IRIS).

Activities:

1. Provide technical support to current authorized users of IRIS.
2. Maintain local advisory group.

C. Objective 3: During July 1, 2000- June 30, 2001, Stanislaus County Public Health Department will provide technical and professional assistance to achieve migration of data from IRIS to RIDE.

Activities:

1. Coordinate registry activities in Stanislaus County.
2. Provide San Joaquin County (SJC) staff with information re IRIS software as needed for data migration.
3. Assist SJC in assessing amount of data to be migrated
4. Perform data audits as needed to ensure data quality
5. Assist in field identification and mapping for migration of data
6. Assist in testing import and export routine
7. Assist in export of data from SC's server
8. Continue support of current SC registry users through migration process and assist after migration complete
9. Coordinate instructions to IRIS users during conversion period

D. Objective 4: During July 1, 2000- June 30, 2001, Stanislaus County Public Health Department will deploy utilization of the RIDE among current users of IRIS. Activities:

1. Inform participating providers and local advisory group regarding conversion to web-enabled software
2. Determine desktop readiness of participating providers
3. Train existing Stanislaus county providers, schools, and health care plan on new software

E. Objective 4: During July 1, 2000- June 30, 2001, Stanislaus County Public Health Department will develop promotional strategies for regional utilization of RIDE activities. Activities:

1. Assist in the development of a common use training manual for all regional users
2. Coordinate the development of marketing plan for regional provider participation
3. Coordinate the development of marketing materials for all regional users
4. Coordinate the development of a training plan for all regional users
5. Coordinate and assist in group training for regional participants
6. Develop marketing plan for established providers & vaccine recipients

Attachment B

BUDGET

APPLICATION FOR IMMUNIZATION PROJECT SUBVENTION FUNDS			
		Budget Period From: 7/1/2000 to 6/30/01	
Name of Applicant (subcontractor):		Stanislaus County Public Health Department	
Contact Person:		Nancy Bancroft	
Address:		820 Scenic Drive	
City, State, & Zip Code:		Modesto, CA 95350	
Telephone #:		(209) 558-4815	
Federal Tax I.D. Number:			
I. Personal Services	% of time or	Salary Range or	Dollar Amt Requested
(List Positions)	Number of Hours	Hourly Rate	from Calif.
Project Director	40%	\$ 4,801	\$ 23,046
Implementation Coordinator	75%	\$ 3,444	\$ 30,996
Network Engineer	70%	\$ 3,297	\$ 27,693
Admin Clerk	50%	\$ 1,662	\$ 9,974
Personal Services Subtotal			\$ 91,709
Fringe Benefit Rate at 25- 36% range			\$ 25,217
Personal Services Subtotal			\$ 116,926
II. Operating Expenses			
Supplies			\$ 1,000
Health Education Materials			
Travel			\$ 2,074
Equipment			
Operating Expenses Subtotal			\$ 3,074
Subcontract Subtotal=	(I. Per. Services + II. Operating Expen.)		\$ 120,000

Attachment C
Regional Automated Immunization Information Project
Itemized Budget Expenditure Report

Invoiced Period: _____

Provider Name: _____

Contract / MOU Number: _____

Contract Period: _____

ITEMIZED BUDGET EXPENDITURE REPORT

Personnel :	Approved Budget	Previously Billed	Billed this Period	Total Billed To Date	Budget Balance
1.					
2.					
3.					
4.					
Subtotal:					
Fringe Benefits: (%)					
Operating Expenses:					
1.					
2.					
3.					
4.					
5.					
Subtotal Operating:					
TOTAL CHARGES:					

Attachment D

Regional Automated Immunization Information System Project
INVOICE

Request for Reimbursement

To: Fiscal Agent
Regional Automated Immunization Information System Project
P.O. Box 2009
Stockton, CA 95201
Attn: Colleen Tracy, MPH

From: _____

Re: Regional Automated Immunization Information System Project

Contract/MOU Number: _____

Billing Period: _____

Total Amount Billed This Invoice: _____

Attachment E
BUDGET CHANGE REQUEST (SAMPLE)
Regional Automated Immunization Information System Project
JULY 1, 20XX - JUNE 30, 20XX

A. <u>PERSONNEL SERVICES</u>	MONTHLY SALARY RANGE	PERCENT OF TIME	PRIOR AMOUNT APPROVED	EFFECTIVE 00/00/00 (date)	NEW APPROVED AMOUNT
1. Project Director	\$1,550 - \$1,750	66	\$13,004	\$(1,000)	\$12,004
2. Office Manager	1,275 - 1,495	26	4,644		4,644
3. Volunteer Coordinator	1,175 - 1,395	66	8,148		8,148
4. Health Educator A	1,275 - 1,495	66	6,038		6,038
5. Health Educator	1,275 - 1,475	15	2,476		2,476
Subtotal Salary and Wages			\$34,310	\$(1,000)	\$33,310
Benefits at approximately 6% of salaries			2,058	(60)	1,998
Subtotal -- Personnel			\$36,368	\$(1,060)	\$35,308
B. <u>OPERATING EXPENSES</u>					
1. Office Equipment Rental			\$ 10	\$ 106	\$ 116
2. Office Supplies			200	594	794
3. Equipment			150		150
4. Health Education Materials			100	360	460
5. Duplicating			150		150
6. Staff Development			50		50
7. Travel			300		300
8. Telephone			720		720
9. Postage			300		300
10. Bookkeeping			1,200		1,200
11.			418		418
Subtotal -- Operating Expenses			\$ 5,362	\$1,060	\$ 6,422
TOTAL REQUEST			\$ 41,730	-0-	\$ 41,730

Attachment F
Regional Automated Immunization Information System Project

Contract No. _____

Agency Name: _____

PROGRESS REPORT

1. Report Period: Check appropriate

_____ July 1, 2000 - Dec. 31, 2000

_____ January 1, 2001 - June 30, 2000

II. Instructions:

A. Report Period: State the dates covered by this report.

B. Briefly state your progress toward reaching each of the objectives for the contract period.

Example:

Objective #2.

Progress toward Objective.

C. Briefly report on Key Activities.

D. Attachments supporting program activities should be attached following this report. These can include club meeting minutes/agendas, sign-in sheets, activity log, monthly activities forms, etc.

Certification by Project Director:

I affirm that the information presented in this report reflect the current status of the project to the best of my knowledge.

Project Director Signature: _____ Date: _____

Attachment G

CONFLICT OF INTEREST

Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations define Conflict of Interest and set forth the criteria for disqualification from decision making. It shall be the responsibility of each agency to understand the criteria, to determine for himself or herself whether a conflict exists which requires disqualification from decision making, and if it exists, to make himself or herself absent from participation or influence in the decision.

Attachment H

STATE OF CALIFORNIA

**NONDISCRIMINATION CLAUSE (OCP-1)
STD. 17A (Rev 2-93)**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) or marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (California Code of regulations, Title 2, Section 7285.0 et. Seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contract shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

MEMORANDUM OF UNDERSTANDING

**BETWEEN SAN JOAQUIN COUNTY PUBLIC HEALTH SERVICES
IMMUNIZATION REGISTRY
AND
PARTICIPATING PROVIDERS/AGENCIES**

The goal of the San Joaquin County Immunization Registry Project is the development and implementation of a county-wide computer based immunization monitoring and follow-up system for all children up to the age of five years.

This document is to serve as a Memorandum of Understanding (MOU) between San Joaquin County Public Health Services (here after referred to as "SJCPHS"), on behalf of the San Joaquin County Immunization Registry Project and Stanislaus County Health Services (hereafter referred to as "Provider/Agency").
Agency

- I. PURPOSE: Participate in the development, implementation, and use of a computerized immunization registry to:
 - A. Maintain accurate, complete, and up-to-date immunization histories and personal demographic data of all children in the targeted age group living in San Joaquin County.
 - B. Maintain data on children from birth to at least five years of age.
 - C. Provide State Immunization Branch with immunization data, which excludes personal identifying information, to support state level analysis efforts.
 - D. Support sharing of California patients' immunization records.

- II. TERM: The term of the Memorandum of Understanding shall be indefinite from the date of final approval of this Memorandum of Understanding. This memorandum is contingent upon the receipt of State funds. If the State does not provide funds for the maintenance of the Immunization Registry, this memorandum shall be null and void.

- III. DESCRIPTION OF SERVICE:
 - A. SJCPHS agrees to :
 1. Provide ready access to the database by participating providers and by the Statewide Immunization Information System (SIIS) hub.
 2. Provider/Agency will be granted access to patient records identified as under their care. Initial access to records of

new patients will be granted when the Provider/Agency supplies adequate information to specifically identify the patient.

3. Maintain standardized lists of vaccine types, manufacturers, lot numbers, immunization schedules, and (optionally) vaccine inventories as a service to participating local providers.
4. Determine recommended immunizations for patients based on patient and immunization histories and an approved vaccine schedule.
5. Identify registry patients who are due and/or overdue for immunizations and produce reminder/recall notices for participating Providers/Agency.
6. Provide for confidentiality and security which meets requirements of Health & Safety Code Section 120440, Chapter 2.5 (Disclosure of Immunization Status) and of established State standards.
7. Control access to and updates of patients' records via an established protocol.
8. Create a written Operational Recovery Plan, also known as a disaster recovery plan. The goal of the Operational Recovery Plan shall be the ability to recreate the registry and all of its components with minimal loss of data after a disaster, in order to restore all essential registry functions.
9. Develop a mechanism to monitor access and to detect intrusions to the computer systems and have an established protocol for responding to such attempts.
10. Employ current virus detection software for the purpose of detecting and removing computer viruses from registry components, including, but not limited to, server machines, provider machines, and mass storage devices. Machines and storage devices will be routinely scanned.
11. Define reasonable procedures for the patient/parent/ or guardian to inspect the patient's record and to indicate errors in it to SJCPHS.

B. Provider/Agency Agrees:

1. To access the registry only through use of registry approved access procedures.
2. Not to browse the registry.

3. Not to disclose registry access codes or protocols to unauthorized persons.
4. To be responsible for ensuring that only authorized personnel have access to immunization data and the registry; any lapse in enforcing security by the provider may result in the provider being disqualified from participation in the registry.
5. To use information obtained from the registry only to provide immunization services or appropriate outreach to their patients/clients.
6. To maintain the confidentiality of patients' information obtained from the registry as required of medical records. Provider/Agency understands that inappropriate disclosure of this information will subject him/her to civil and criminal penalties per Sections 56.35, 56.36, 1798.53 and 1798.57 of the Civil Code.
7. To include provisions on confidentiality and re-disclosure in contracts with all third parties, including payors and other providers.
8. To disclose to patient or to patient's parent/guardian that information from the patient's record will be shared with other providers as necessary to provide immunization services, and with health plans, schools, daycare providers, WIC programs, with local and state health departments, and with third party payors and that patient or parent/guardian has the right to refuse to have information shared.
9. That information from the patient's record will not be shared if the patient or parent/guardian refuses to have the information shared with other providers.
10. To inform patient or parent/guardian of their right to refuse to receive immunization reminder or recall notices.
11. To inform patient or parent/guardian of their right to inspect and point out errors in the patient record and of their right to be informed of who has accessed the record, upon request.
12. To forward to the SJCPHS any patient/parent/guardian requests for review of patient information, correction of records, review of who has accessed patient's record, or refusal to receive reminders.

13. Provider agrees to report any breach of security or confidentiality which has occurred to SJCPHS immediately upon discovery.

IV. DISCLOSURE OF REGISTRY INFORMATION

1. Unless there is a refusal to permit record sharing, the Agency/Provider may disclose the information in Section 2 below to these local registries and Department of Health Services (DHS), which in turn, may disclose the information to other local health departments, schools, day care providers, WIC programs, health plans, and health care providers taking care of the patient, upon request for information pertaining to a specific person.
2. The information that may be disclosed by health care providers to the registries and the Department of Health Services are: 1) name of the patient and names of the patient's parents or guardians; 2) date of birth of the patient; 3) current address and telephone number of the patient and the patient's parents or guardians (**Note: the address and phone number cannot be shared with health plans, schools, daycare providers, or WIC programs.**) 4) patient's gender; 5) patient's place of birth; 6) manufacturer and lot number for each immunization received; 7) types and dates of immunizations received by the patient; 8) adverse reaction to immunizations received; 9) other non-medical information necessary to establish the patient's unique identity and record; 10) and, any other elements authorized by law.
3. Information will not be shared with other providers or agencies if the patient or parent/guardian refuses to have the information shared.
4. Immunization reminder or recall notices will not be sent if the patient or parent/guardian refuses to receive these notices.
5. Information will be shared with a querying provider or agency only if sufficient personal information is provided to identify the patient.
6. The patient or patient's parent or guardian has the right to examine any shared immunization-related information and to indicate errors in it to the registry, which, upon notification by acceptable means, will correct the error or note

disagreement about whether an error exists. The registry will define reasonable procedures to do this.

7. In general, any disclosure of patient information shall be made only in the best interests of the child, and any person or entity to which information is disclosed or re-disclosed will be subject to the same conditions of confidentiality and penalties imposed by legislation.
8. Training and training materials for standard confidentiality practices shall be provided for employees and providers handling confidential data.
9. Data on any removable storage media shall be rendered unrecoverable before discarding or disposing of the storage media.
10. Any hard copy produced by a registry that contains confidential data will be shredded before disposal.

V. TERMINATION:

- A. This Memorandum of Understanding may be terminated by either party with thirty (30) days written notice to terminate the agreement.

VI. RESPONSIBILITY

- A. Provider or agency acknowledges that SJC PHS is not responsible for the accuracy of the data which they receive
- B. In no event shall SJCPHS be liable for special, indirect, and/or consequential damages. Provider or agency hereby waives any claim and recourse against SJCPHS for such damages.
- C. Provider shall strive to provide accurate and timely data
- D. Provider acknowledges that all equipment (hardware and/or software) provided by the SJCPHS is contingent upon the provider staying with the registry.

VII. RIGHT TO AUDIT

SJCPHS has the right to audit compliance with the confidentiality protection in this agreement and to make recommendations for improvement.

VIII. HOLD HARMLESS

The Provider/Agency agrees to indemnify, hold harmless, and defend the county, it's officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, material or supplies in conjunction with this agreement, and from any and all claims and loss accruing or resulting to any person, firm, or corporation who may be injured or damaged by acts or omissions in the performance of this agreement.

IX. NONWAIVER

The failure of either Party to insist upon or enforce strict performance by the other party of any of the provisions in this agreement, or to exercise any right or remedy under this agreement will not be considered as a waiver or relinquishment to any extent of that party's right to assert or rely upon such provisions, rights or remedies in that or any other instance; rather the same will be and remain in full force and effect.

This agreement constitutes the entire agreement, and supercedes any and all prior negotiations, representations, correspondence, understandings and agreements with regard to the subject of this agreement. No amendment or modification of any of the provisions of this agreement will be valid unless set forth in a written instrument signed by both parties.

In witness thereof, the parties have executed this MOU as of the date hereof.

Karen Furst MD 3/22/00
Date
Karen Furst, MD
Health Officer
Public Health Services of San Joaquin County

Beverly M. Finley 2/23/00
Date
Authorized Signature
Printed Name & Title Beverly M. Finley, Managing Director
Provider/Agency Stanislaus County Health Services Agency

APPROVED AS TO FORM:

By: Dan Wright
Title: Deputy County Counsel
Date: 2/25/2000

Pat Mulvey
Chief Executive Office