

Emergency Medical Services Authority



Request for Offer

RFO # C17-033

A Comprehensive Program and Fiscal Evaluation of the California Poison Control System

The Emergency Medical Services Authority (EMSA) is seeking offers from California Multiple Award Schedules (CMAS) vendors to perform a comprehensive program and fiscal evaluation of our contractor, the California Poison Control System (CPCS). As a CMAS vendor, you are invited to review and respond to this Request for Offer (RFO). To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work. By submitting an offer you agree to the terms and conditions stated in this RFO and your proposed CMAS contract.

Read the attached document carefully. **The RFO due date is January 10, 2018 at 3:00 PM Pacific Standard Time.** Responses to this RFO must be submitted to the department contact noted below by mail, in person, or email.

Department Contact:

Emergency Medical Services Authority
10901 Gold Center Drive
Rancho Cordova, CA 95670
Attn: Lisa Vigil, Contracts Analyst

lisa.vigil@emsa.ca.gov

Direct any questions regarding this RFO to Lisa Vigil, at lisa.vigil@emsa.ca.gov.

Table of Contents

I.	General Information	1
A.	Background.....	1
B.	Purpose	2
C.	Key Dates	2
II.	Response Requirements	3
III.	Contract Award	4
IV.	Written Questions	4
V.	Review of Offers for Award.....	4
	Attachment A: Scope of Work	7
	Attachment B: Cost Worksheet	15
	Attachment C: Offeror's References.....	16
	Attachment D: 16-17FY Contract (C16-002) between EMSA and CPCS.....	17

I. General Information

The Emergency Medical Services Authority (EMSA) is seeking a CMAS Contractor to perform a comprehensive program and fiscal evaluation of our contractor, the California Poison Control System (CPCS), which is administered by the University of California San Francisco (UCSF) School of Pharmacy, governed by the Regents of the University of California.

A. Background

The CPCS is a California Public Health Initiative administered through the University of California San Francisco's (UCSF) School of Pharmacy and operates under the authority and financial support of EMSA. CPCS provides a network of trained health care professionals who provide the public and health professionals with toll-free hotline telephone information and advice about exposure to poisonous, hazardous or toxic substances 24 hours a day. CPCS services are provided to all communities, including underserved and indigent populations, in over 150 languages and via telecommunications devices for the deaf and hearing impaired (TDD). CPCS operates three toll-free, emergency hotlines accessible to the public and medical professionals 24 hours a day, 7 days a week, and 365 days a year:

- Public hotline for poison information and advice
- Medical consultation hotline for health professionals
- Medical consultation hotline for 9-1-1 emergency dispatchers and fire and police personnel

The CPCS offers educational materials and programs about the prevention and treatment of poison exposures; participates in planning, education and training activities with local, regional and state organizations. The CPCS contracts with established community-based organizations utilizing indigenous community members as health advisors. The CPCS also is involved in developing and implementing statewide and nationwide online real-time surveillance of poison calls to quickly spot trends and identify rapidly developing public health issues. Those calls include infectious diseases, pesticides and other hazardous materials incidents and questions.

The CPCS is comprised of four regional Poison Control Centers (PCC): UC Davis Medical Center (Sacramento Division), San Francisco General Hospital (San Francisco Division), Valley Children's Hospital (Fresno/Madera Division), and the UC San Diego Medical Center (San Diego Division), employing approximately 90 staff. Calls received by a PCC not only pertain to the ingestion of potentially toxic household products, but also allergic reactions to household products, inadvertent

ingestion of over-the-counter medications, and may also consist of assisting law enforcement with substance identification. The PCCs are certified by the American Association of Poison Control Centers (AAPCC) as regional poison centers, and defined as organizations which provide the following services to a region which it has been designated to serve:

- 1) Poison information, telephone management advice and consultation about toxic exposures
- 2) Hazard surveillance to achieve hazard elimination
- 3) Professional and public education in poison prevention, diagnosis and treatment.

EMSA has statutory responsibility to designate and monitor the CPCS, poison control services contractor, to ensure the CPCS is in compliance with state regulations for poison control services. The CPCS operations are evaluated through quarterly and annual reports which include the number of incoming calls for each county and all poison exposure related statistics.

B. Purpose

The CMAS Contractor shall conduct a comprehensive program and fiscal evaluation of the CPCS' central administrative office located at UCSF's campus in San Francisco, and the four PCCs. The program evaluation shall assess CPCS' compliance with statutes, regulations, policies, and procedures; assess the efficiency and effectiveness of its policies, procedures, and processes at meeting program goals and objectives; and assess internal controls to prevent fraud and other activities incompatible with generally accepted accounting principles and sound fund management practices.

The evaluation shall be fiscal in nature and not include an assessment of CPCS' level of performance outcomes or accomplishment of CPCS program's goals and objectives. The evaluator is not expected to conduct an organization wide audit of all of CPCS funds and programs, nor express an opinion on CPCS' financial statements.

C. Key Dates

It must be understood that time is of the essence, both for the RFO submittal and contract completion. Offeror's are advised of the key dates and times shown below and are expected to adhere to them.

All dates after the offer submission deadline are approximate and may be adjusted as conditions requires, without addendum to this RFO.

Event	Date	Time
Release of RFO	12/13/2017	8:00 AM
Written Questions Due Date	12/19/2017	2:00 PM
Response to Questions	12/28/2017	2:00 PM
RFO Response Due Date	1/8/2018	3:00 PM
Anticipated Contract Award	1/10/2018	10:00 AM

II. Response Requirements

This RFO and the offeror's response to this document shall be made part of the ordering department's STD.65 Purchasing Authority Purchase Order and procurement contract file.

Responses must contain all requested information and data and conform to the format described in this section. It is the offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the offeror's ability to perform the tasks and activities defined in the State's Scope of Work, Attachment A and Cost Worksheet, Attachment B provided as required below.

The majority of the information required to respond to this RFO is contained in the State's Scope of Work, Attachment A and Cost Worksheet, Attachment B.

a) Response to State's Scope of Work, Attachment A:

The offeror's "Statement of Work" responds to the State's Scope of Work and shall be used to evaluate responsiveness to requirements. This Statement of Work response must map each task/deliverable item back to the Attachments. The response must include any additional information that the offeror deems necessary to explain how the Contractor intends to meet the State's requirements. The Statement of Work needs to contain the following as appropriate:

1. Overview of the required tasks and outcomes,
2. Description of how the tasks will be performed,
3. Work plan for each task, including sub-task description, including due date for each deliverable,
4. Samples of work from other projects, or outlines of what deliverables are proposed for the required Tasks,
5. Organization chart that identifies the proposed contract team,
6. Resumes for each identified member of the contract team, detailing experience meeting the State's requirements,
7. Any other requirements shown in the State's Scope of Work document.

b) Response to Attachment B:

The Contractor shall act as the prime contractor under this Contract. In addition to identifying all personnel and the skill level proposed to work under this Contract, the Contractor must also identify its sub-contractor affiliation(s) by firm name, address, contact person and address. If the sub-contractor is a California Certified Small Business and/or DVBE, those amounts paid to certified sub-contractors shall be identified on the Contractor's invoice(s). Subcontractors are subject to all the terms, conditions and requirements of this subsequent contract.

III. Contract Award

Award of a contract resulting from this RFO will be based on a best value method that includes, but is not limited to, cost as a factor.

IV. Written Questions

Questions may be submitted via e-mail to: Lisa.Vigil@emsa.ca.gov

V. Review of Offers for Award

Responses to this RFO shall first be reviewed for responsiveness to the requirements outlined in section II (Response Requirements). If a response is missing information, it may be deemed non-responsive. Further review is subject to the department's discretion.

Award of a contract resulting from this RFO against a CMAS contract shall be based on a "best value" method that includes, but is not limited to, cost as a factor.

A. Presentations and/or Interviews

At the department's discretion, a presentation and/or interview from any or all Offerors may be necessary.

B. Scoring Criteria

The following scoring criteria shall be used:

	Description	Scoring
1	Administrative Criteria <ul style="list-style-type: none"> Organizational chart that identifies all proposed contract personnel and tracks each person to the pertinent task. Resumes are included for each Consultant and they describe their experience levels/qualifications in detail and support the Scope of Work. 	20%
2	Technical Criteria <ul style="list-style-type: none"> Response to Scope of Work and ability to perform the tasks and responsibilities while meeting the stated deliverables. Success on similar projects based on achievement of scope, on budget, on time. 	20%
3	Poison Control Operation Experience <ul style="list-style-type: none"> Background and experience in poison control systems and management. Background and experience in pharmacology and medical toxicology. Experience in assessing poison system capabilities as it relates to organizational design, management, and operations. 	20%
4	Cost Worksheet <ul style="list-style-type: none"> Cost of services to be provided. 	40%

C. Offer Format

Format	<ul style="list-style-type: none"> • Font: 12-point, Arial (excluding Excel files, original template headers and footers, and commitment or support letters) • Margins: One inch on all sides (excluding headers and footers) • Spacing: Single-spaced, with a blank line between each paragraph • Pages: Numbered and printed double-sided (when determining page limits, each printed side of a page counts as one page) • Signatures: Manual (i.e., not electronic) • Labeling: Tabbed and labeled
Page Limits	<ul style="list-style-type: none"> • Applications shall not exceed 12 pages. Appendices are not included in this page limit.
Number of Copies of the Application	<ul style="list-style-type: none"> • Five (5) hard copies mailed (including one copy with original signatures). • Must email one (1) electronic version of application including all attachments.

D. Submission of Offer

All offers and required copies must be submitted to the EMSA contact (noted below) by the dates and times shown in section I, item C, Key Dates. Submit offers to the following;

Emergency Medical Services Authority
 10901 Gold Center Drive, Suite 400
 Rancho Cordova, CA 95670-6056
 Attn: Lisa Vigil, Contracts Analyst

Email: lisa.vigil@emsa.ca.gov

It is the sole responsibility of the Offeror to contact the Department Contact to verify receipt of the submitted offer. Offers received after the offer due date listed in section I, item C, Key Dates, are not valid regardless of the circumstances causing the late submittal.

Offers that do not meet the minimum qualifications of this RFO shall be considered non-responsive and ineligible for award. EMSA is not under obligation to make an award.

Attachment A: Scope of Work

A. **Description** – A Comprehensive Program Performance Review and Fiscal Management Evaluation of the California Poison Control System - The Contractor shall conduct a program review and fiscal evaluation of the CPCS that shall focus on the requirements of California Code of Regulations, Title 22, Chapter 9, and the Emergency Medical Services Authority (EMSA) Interagency Agreement No. C16-002 and the American Association of Poison Control Centers Accreditation. These requirements are attached as references. Responses, detailed findings, and explanations shall be provided for each program area and performance measure.

A. **Period of Performance**

The term of this Agreement is Upon Approval through December 31, 2018.

B. **Contractor Tasks and Responsibilities**

Fiscal Management Evaluation

Objective: To determine if the California Poison Control System (CPCS) expenditures are supported and in compliance with applicable state and federal laws and regulations.

Scope: For the period July 1, 2016 through June 30, 2017, the contractor shall perform a comprehensive program and fiscal evaluation of the CPCS funds.

The evaluation shall be conducted in accordance with the standards for performance audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and include a review of the following:

1. Applicable internal controls for receipt and disbursement of CPCS funds, including policies and procedures, authorizations, separation of duties, etc. The contractor shall determine the relevant controls to review.
2. Compliance with the expenditure requirements governing the allowable use of CPCS funds, including Public Law 105-220 and 20 CFR 652, et. al., and with any contract terms and conditions.
3. An assessment of the risk of fraud in administering the CPCS funds.
4. Tests of CPCS expenditures to the supporting accounting records, payroll records, vouchers, receipts, etc., to determine whether such expenditures were actually incurred and expended in the performance of CPCS activities.
5. Whether CPCS has established and adhered to an appropriate system for the procurement, award, and oversight of contracts with subcontractors

which contain acceptable standards for ensuring accountability, if applicable.

6. Whether CPCS has entered into written contracts with such subcontractors which establish clear goals and obligations in unambiguous terms, if applicable.
7. Whether CPCS has acted with due diligence to monitor the implementation and ongoing activities of the subcontractors, and taken prompt and appropriate corrective action upon becoming aware of any evidence of a violation of regulatory or contract terms.
8. Whether CPCS has established (where appropriate) and adhered to policies on cost limitations, cost allocations, allowable costs, reasonableness of costs, and adequacy of meeting the matching fund requirements and reporting thereon, as applicable.

The report shall conclude whether CPCS expenditures are supported and in compliance with established criteria. The report shall also identify any questioned costs, significant waste or abuse, and findings and recommendations to improve financial operations and compliance, as appropriate.

The contractor is not expected to conduct an organization-wide audit of all of CPCS funds and programs, nor express an opinion on CPCS' financial statements.

The review shall be fiscal in nature and not include an assessment CPCS' level of performance outcomes or accomplishment of CPCS program's goals and objectives.

The review shall take place at the four CPCS sites. The fieldwork may be rescheduled upon mutual agreement of the parties.

The contractor shall treat all information in a confidential manner with all recommendations to be stated only in the reports provided to EMSA for appropriate release by CPCS as required by law.

Program Performance Review

	Program Area	Performance Measure
1.	AAPCC Certification	<ul style="list-style-type: none"> • Provide documentation of current accreditation.
.	Organizational Structure	<ul style="list-style-type: none"> • Does CPCS have an organizational chart that portrays a management structure? • Is there a detailed description of the functions and responsibilities of each position, per CCR Section 100330, on the organization chart? <ul style="list-style-type: none"> - Medical Director - Program Director - Poison Information Specialist - Poison Center Specialty Consultant
3.	Leadership and Management	<ul style="list-style-type: none"> • Does CPCS provide its management staff with governance roles and responsibilities?
4.	Human Resource Management	<ul style="list-style-type: none"> • Does each staff/position have a written job description that clearly identifies roles and responsibilities?
5.	Staffing Requirements and Qualifications	<ul style="list-style-type: none"> • Is staffing available 24 hours per day? • Does each poison control center have a staffing schedule that identifies personnel per shift and number of shifts per day? • Specify training, licensure, and certification of staff assigned to answer calls and provide information to the public. • Is staff qualified as defined in CCR Section 100330?
6.	Ethics and Accountability	<ul style="list-style-type: none"> • Does CPCS have policies and procedures in place that address company ethics that include the following: <ul style="list-style-type: none"> - Confidentiality statement - Data Security and Privacy including HIPAA
7.	Internal and External Communications	<ul style="list-style-type: none"> • Is the organization's marketing and communication efforts clearly communicated to inform, educate, and involve the public that may include the following: <ul style="list-style-type: none"> - Bilingual language capacity - Hearing impaired capability - Press Releases - Public Service Announcements - Distribution of Poison Prevention Material - Prevention efforts through public education activities that include: <ul style="list-style-type: none"> ○ Public presentations to community groups, schools and public healthcare professionals

	Program Area	Performance Measure
8.	Evaluation and Performance Management	<ul style="list-style-type: none"> • Does CPCS have a quality assurance program in place as identified in CCR Section 100331 and 100332 including a mechanism for loop closure of identified quality issues? • Is there a review process for call statistics? <ul style="list-style-type: none"> - Number of calls per hour - Unanswered calls - Number of rings per call - Speed of answer - Time on hold - Dropped calls - By Node - By County in and outside of service area • Is there a data collection system in place to support the Quality Improvement process?
9.	Information Technology	<ul style="list-style-type: none"> • Does the organization have the level of information technology necessary to support all CPCS functions? • Does the organization have in place long-term IT planning, budgeting, staffing, and training, performance measurement, and Internet and Web site capabilities?
10.	Disaster Plan	<ul style="list-style-type: none"> • Does CPCS have a system-wide disaster plan to respond to all-hazard emergency needs? • Is there a mechanism in place to defer calls from one site to another in the event a site is disabled? • Does the disaster plan include cooperation with other organizations at local and state levels? • Is there a poison surveillance policy and procedure in place?
11.	Operations and Resources	<ul style="list-style-type: none"> • Does CPCS have policies and procedures in place for access to poison information resources? • Are resources made available to the public, health professionals, product manufacturers, and others requesting information? • Does each poison control center have information resources as identified in CCR Section 100329(3) (A) (B) (C) & (4)?

	Program Area	Performance Measure
12.	Call Statistics and Information Services	<ul style="list-style-type: none"> • Does CPCS have a telecommunications and technological capability to obtain and document call statistics? • Identify format used for the transmission of statistical data and to what agency? • Are the data submitted annually to the EMS Authority as defined in CCR Section 100332(b)? • Are the poison center data submitted annually to the AAPCC national data collection system as required?
13.	Clinical and Telephone Triage Protocols	<ul style="list-style-type: none"> • Does the CPCS have current written treatment and triage protocols in place? <ul style="list-style-type: none"> - Describe process and frequency of review to validate treatment and triage protocols. • Do the written protocols have elements in place as identified in CCR Section 100329(5)?
14.	Treatment Capabilities	<ul style="list-style-type: none"> • Has the CPCS identified specialty treatment capabilities of facilities specific to poison management?
15.	Accessibility	<ul style="list-style-type: none"> • Is CPCS readily accessible by telephone from all areas within its region(s)?
16.	Language Capability	<ul style="list-style-type: none"> • Does the CPCS have prompt access for translation services for callers?
17.	Consultants	<ul style="list-style-type: none"> • Does each poison control center have an on-call specialty consultant, with a current contract, as identified in CCR Section 100330(e)?

C. Reports and Findings

1. The report shall include a statement of the scope of the program evaluation and fiscal examination for the period covered by the evaluation and examination.
2. The report and findings shall include a statement of material findings and recommendations regarding program evaluation and fiscal examination. The report shall include at a minimum:
 - a) A general overview of the CPCS.
 - b) A specific evaluation for each performance measure listed in the scope of work to include
 1. Documentation of compliance
 2. Areas of excellence
 3. Areas of deficiency
 4. Opportunities of improvement
 - c) Financial statements, internal control and accounting systems, and legality of actions.
 - d) Evaluation measurements including; but not limited to:

1. Cost per call
2. Other measures
3. Financial statements in the report shall include a "Statement of Operations", "Statement of Assets and Liabilities" (Balance Sheet), and a "Statement of Cash Flows".
4. The report shall include any other material information.
5. The Contractor shall review the proposed report with EMSA and CPCS staff prior to finalizing.
6. One original and twenty (20) copies of the report shall be prepared with provision for additional copies upon request, and provide an electronic version in PDF and Word.
7. In all respects, represent the best interests of the CPCS and the State of California in all transactions and proceedings.

D. Special Considerations

1. The CMAS Contractor selected shall be expected to review the following documents to ensure CPCS is in compliance with rules and regulations and standards established.
 - a) Health and Safety Codes 1797.97 and 1798.180 - 1798.182
 - b) California Code of Regulation, Title 22, Chapter
 - c) American Association of Poison Control Centers
 - d) CPCS Annual Report to EMSA
 - e) Agreement Number C16-002

E. Acceptance Criteria

It shall be the State's sole determination as to whether a deliverable has been successfully completed and acceptable to the State. There must be a signed acceptance document for each deliverable before invoices can be processed for payment. Payment shall be monthly based on deliverables prepared by the Contractor, subject to acceptance by the State, of each deliverable. It shall be the State's sole determination as to whether a deliverable has been successfully completed and is accepted by the State. Invoices shall be detailed and identify labor and costs charged for each deliverable. If a deliverable is not accepted, the State shall provide the rationale in writing within three business days of receipt of the deliverable or upon completion of acceptance testing period.

F. Other Reporting Requirements

The Contractor shall prepare a monthly written status report in MS Word format, providing the EMSA representative a detailed report on current status and future activities.

This monthly report shall include, but not be limited to, the following information:

- Summary of the work completed during the reporting period, showing actual work vs. planned work
- Highlight tasks behind schedule and indicate remedies adopted; indicate overall impact on project
- Status of the overall engagement, and all the phases/projects, including discussion of risks, problems encountered, solutions, and proposed solutions
- Tasks expected to be completed in the next reporting period

In addition, if requested, Contractor shall participate in periodic briefings for the EMSA's executive management as deemed appropriate by EMSA.

G. State Responsibilities

EMSA shall:

- Review interim and completed work
- Schedule meetings with CPCS representatives as needed
- Clarify and explain the work/deliverables to be done
- Ensure access to project information, including, but not limited to, technical documentation and project status data
- Designate a person to whom all Contractor communication may be addressed and who has the authority to act on all aspects of the services. This person shall review the SOW and associated documents with the Contractor to ensure an understanding of the responsibilities of both parties
- Provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this SOW
- Accept completed and approved deliverables
- Provide computers and workspace for up to two (2) Contractor staff. The workspace shall include desk or tables, phone, and may include network access at the State's discretion. However, the Contractor shall provide its own equipment and software necessary to perform its duties
- Make timely payments for the contractor's work upon acceptance of key
- Access to project information, including, but not limited to, technical documentation and project status data.

H. Travel

Travel outside the greater Sacramento metropolitan area will be necessary as CPCS has four poison control answering nodes located throughout the State as identified in the RFO. Any reimbursable travel and/or other expenses must be approved in advance by an EMSA designee and itemized in the Contractor's invoice. No travel or parking within a 50 mile radius of the Contractor's site will be paid. Only approved business travel originating at the CPCS site may be reimbursed.

Travel costs are based on California Department of Human Resources maximum reimbursement rates. Reimbursable rates can be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Attachment B: Cost Worksheet

The following personnel shall perform the tasks described in this Scope of Work, at the rates indicated. EMSA shall be notified in writing of any changes in the personnel assigned to the tasks. If contractor personnel are unable to perform due to illness, resignation, or other factors beyond the CMAS Contractor’s control, the CMAS Contractor shall make every reasonable effort to provide suitable substitute personnel. Substitute personnel must meet all requirements of this Scope of Work, and must be approved by EMSA.

EMSA reserves the right to request replacement staff at any time.

Contractor Personnel	Classification	Hourly Rate	Estimated # of Hours	Totals
Total				

The estimated services, to be provided by the Contractor, indicated above are for evaluation purposes only and shall be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency.

However the rates quoted above by the Offeror shall be binding for the term of the Agreement and ***shall include*** the cost of insurance, State sales tax, and every other items of expense, direct or indirect, incidental to the Agreement total.

Company Name (Printed)	
Signature of Person Authorizing Pricing	
Printed Name and Title of Person Signing	
Date	

Attachment C: Offeror’s References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your offer shall cause your offer to be rejected and deemed non-responsive.

List below three (3) references for services performed within the **last five (5) years**, which are similar to the scope of work to be performed in this contract.

ONLY ONE (1) EMSA reference shall be accepted to meet this requirement. Letters of recommendation are NOT acceptable as references. It is the responsibility of the offeror to ensure references are verifiable. If references provided cannot be verified by EMSA, the offer may be rejected.

REFERENCE 1			
Name of Company			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address			
Dates of Service		Value of Cost of Service	
Brief Description of Service Provided: <i>Please use separate sheet if necessary</i>			

REFERENCE 2			
Name of Company			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address			
Dates of Service		Value of Cost of Service	
Brief Description of Service Provided: <i>Please use separate sheet if necessary</i>			

REFERENCE 3			
Name of Company			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address			
Dates of Service		Value of Cost of Service	
Brief Description of Service Provided: <i>Please use separate sheet if necessary</i>			

Attachment D: 16-17FY Contract (C16-002) between EMSA and CPCS

AGREEMENT NUMBER C16-002
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Emergency Medical Services Authority

CONTRACTOR'S NAME

Regents of the University of California, on Behalf of its San Francisco Campus

2. The term of this Agreement is: July 1, 2016 through June 30, 2018

3. The maximum amount of this Agreement is: \$ 25,524,000 Five ~~Nine~~ ¹³ Hundred Twenty Four Thousand Dollars and no/100

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

- Exhibit A – A5:** A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Preexisting Data; A5–CV/Resumes 10 Pages
- Other Exhibits A** (when applicable): A6–Current & Pending Support; A7–Third Party Confidential Information Requirement 1 Page
- Exhibit B – B–Budget;** B1–Budget Justification; B2–Sub recipient Budgets (if applicable); B3– Invoice Elements 12 Pages
- Exhibit C* – University Terms and Conditions** UTC-116

Check mark additional Exhibits below, and attach Exhibits or provide internet link:

- Exhibit D** – Additional Requirements Associated with Funding Sources
- Exhibit E** – Special Conditions for Security of Confidential Information 1 Page
- Exhibit F** – Access to State Facilities and Computing Resources
- Exhibit G** – Negotiated Alternate UTC Terms 1 Page

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

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

CONTRACTOR

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

Regents of the University of California

BY (Authorized Signature)

Andrew C. Boulter

DATE SIGNED (Do not type)

August 31, 2016

PRINTED NAME AND TITLE OF PERSON SIGNING

Jean Jones, Interim Director Government & Business Contracts

ADDRESS

3333 California Street, Suite 315 San Francisco, CA 94143-0962

STATE OF CALIFORNIA

AGENCY NAME

Emergency Medical Services Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)

9/7/16

PRINTED NAME AND TITLE OF PERSON SIGNING

Howard Backer, MD, MPH, FACEP, Director

ADDRESS

10901 Gold Center Dr. Ste 400, Rancho Cordova, CA 95670-6073

California Department of
 General Services Use Only

APPROVED

OCT 28 2016

OFFICE OF LEGAL SERVICES
 DEPT. OF GENERAL SERVICES

Exempt per: _____

C16-001
Regents of University of California San Francisco

Exhibit A

Exhibit A - Scope of Work

Project Summary/Abstract

Designation

The Contractor is designated as the sole provider of poison control services for the entire State of California and shall answer all calls including exposures, information, and consultations according to the standards set forth in the California Code of Regulations, Title 22, Division 9, Chapter 9, Poison Control Center Regulations.

The system created and maintained by this agreement shall be called the California Poison Control System (CPCS). CPCS is a statewide network of health care professionals that provide free treatment advice and assistance to people over the telephone in case of exposure to poisonous or hazardous substances. It provides poison help and information to both the public and health professionals through a toll free hotline that is accessible 24-hours a day, 7 days a week.

If Third-Party Confidential Information is to be provided by the State:

- Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; **OR**
- A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7.

Statement of Intent

It is the intent of the California Poison Control System that State monies will be used to improve the availability and accessibility of poison exposure treatment and information services. It is the intent of the California Poison Control System that parents in the state who fear that their child may have ingested a toxic substance should have rapid access, via a toll-free emergency telephone number, to a qualified and knowledgeable poison specialist who can advise them on the immediate threat. This includes providing poison prevention and care information through various educational programs to different public and professional groups.

Staffing Requirements and Qualifications

The CPCS shall be staffed 24 hours/day and staff shall be unencumbered by conflicting duties or responsibilities and be within the specified area of the poison control center. Estimated staffing requirements will be based on an anticipated annual human exposure call volume of 255,000 and information call volume of 82,000.

The Public Hotline shall utilize licensed pharmacists and nurses serving as Specialists in Poison Information (SPIs), and sufficiently trained, unlicensed personnel serving as Poison Information Providers (Providers). The PIPs shall be under direct on-site

C16-001
Regents of University of California San Francisco

Exhibit A

supervision of a CSPI (Certified Specialist in Poison Information). All calls shall be answered by SPIs or Providers.

The CPCS shall have a Medical Director and Program Director in accordance with California Code of Regulations (CCR), Title 22, Social Security, Division 9, Prehospital Emergency Medical Services, Chapter 9, Poison Control Center Regulations, Section 100330, Poison Control Center Staffing. To ensure that the CPCS is receiving adequate medical direction, the Medical Director shall track and make a record of their work hours and tasks at the CPCS. The record shall be available to the State upon request.

The Medical Toxicology Consultation Service shall utilize pharmacist CSPIs and/or American Board of Applied Toxicology (ABAT) Certified nurses or pharmacists. All CSPIs will maintain certification by the American Association of Poison Control Centers. There will always be at least one CPSI on duty in the system with a written agreement with specialty consultants available on an on-call basis.

CPCS shall ensure that staff is trained sufficiently; at a minimum, CPCS shall:

- Ensure that all non-certified SPIs are provided sufficient work experience to qualify for certification examinations.
- Develop a standard and comprehensive system-wide training program that is utilized by all four poison centers to ensure that hotline staff is trained to provide standard services. As part of a comprehensive training program, CPCS should determine specific training requirements, beyond new employee training, is required for all hotline staff.
- Require CPCS management to track and monitor training and education sessions attended by employees to ensure that all staff meets training requirements, and that all staff maintains proficiency in toxicology-related matters.

Resumes and qualifications shall be provided to the Emergency Medical Services Authority (EMS Authority) upon request.

Operations

The California Poison Control System shall be structured so that these standards are met:

- The system can be accessed by the public through a single statewide toll-free number and will provide immediate first-aid advice and reassurance for common poison exposures, managing most such cases at home, work, or school without need for referral to a health care facility (HCF).
- The system provides medical consultation services to physicians and other health professionals.
- Animal exposure cases shall be referred to one of the national organizations dedicated to providing poison control services for animals.

C16-001
Regents of University of California San Francisco

Exhibit A

- CPCS shall design and implement a centralized scheduling system that allows central monitoring of staff workload and ensures a consistent methodology is utilized related to work scheduling. This process should ensure that:
 - Staff workload at each center provides the State with the appropriate amount of services and falls within American Association of Poison Control Center (AAPCC) guidelines.
 - Scheduling protocols provide sufficient consistency and fairness across the four centers and comply with collective bargaining agreements.

Workload Management and Scheduling

Workload management and staffing shall be determined by regional telephone response site Operations Managers and the Central Office, working together to assure adequate coverage and efficient staffing. Scheduling patterns shall make use of automated call distribution (ACD) management and queuing theory software programs such as Erlang C. Time management studies and call arrival pattern data shall be used to further refine projected scheduling needs. This will be coupled with caller satisfaction and outcome evaluations. The Contractor shall continuously develop and evaluate alternative methods of providing poison information services, with the goal of maximizing the efficiency and cost-effectiveness of staffing. Any data gathered by studies or evaluations shall be available for review by the EMS Authority upon request.

Public Information and Prevention Education

The Contractor shall provide statewide public education and information with a health education program for the public and health professionals to include at least physicians, nurses, and prehospital emergency medical services personnel.

Clinical and Telephone Triage Protocols

Standardized and detailed protocols and clinical guidelines shall be developed to assist in the management of common poisonings. Each proposed exception to the protocol or guideline will be reviewed for consensus and approval by the site Medical Directors and Directors/Managers. These protocols shall be developed in accordance with Title 22, Section 100329 (a) (5) and provided to the EMS Authority upon request.

Call Statistics and Information Services

The Contractor shall utilize a single call queuing system dispersing incoming calls to a central audio text library or a hotline answering site. All telephone conversations shall be recorded and stored on digital audiotape (OAT) or equivalent media for a minimum of one (1) year. Data collections software shall be standardized and integrated with the telephone system and will allow a multi-tasking environment for specialists to access various information databases while entering essential case data into a standard record. For symptomatic hospitalized cases, data collected shall minimally include those elements considered most clinically relevant. The case record data collection and

storage system should be virtually "paperless" and therefore will require a high degree of reliability and security.

Language Capability

Callers who do not speak English shall have immediate access to an interpreter either directly or through a CPCS contact with a telephone-based interpreter service. In addition, hearing impaired or speech impaired callers shall be able to access the public hotline through the California Relay Service.

External Relationship

Partnerships with existing emergency response agencies, advice lines, and health plans will provide the opportunity to develop protocols for management of many poisonings and to study their implementation and cost-effectiveness.

CQI Plan

A comprehensive quality Assurance and Continuous Quality Improvement plan shall be in place and in accordance with Title 22, Section 100331. The CQI program shall identify methods to review cases, provide constructive feedback to staff, and identify areas for improvement. The CQI Plan shall be available for review by the EMS Authority upon request.

Research Activities

Protocols shall be evaluated for clinical utility as well as for their impact on staff productivity.

Disaster Backup and Recovery Plan

Communications technology built into the system shall enable all calls to automatically transfer or "roll over" to the other sites if one site is disabled. The integrated model of the CPCS lends for maximal flexibility in case of natural disaster. The sites are located in distinct regions of the state, making it highly unlikely that an isolated event would cripple service to the entire system.

Management Information

The California Poison Control System shall be organized under a central office located in the Department of Clinical Pharmacy at the University of California, San Francisco. An Executive Committee will be composed of the site Directors (one of whom will also serve as System Medical Director, on a rotating basis) and the Executive Director.

Exhibit A-1 - SCHEDULE OF DELIVERABLES

Deliverable*	Description	Due Date
Case Statistics Report	Fiscal year-end to include at a minimum: # of incoming cases for each county from public and health professionals	Annually
Narrative Reports	Reports describing expenditures per quarter and other activities from the Scope of Work.	Quarterly
Average time to answer Report	Fiscal year-end report to show CPCS staff availability and average length of calls	Annually
Poisoning Statistics Report	Info and human exposure activity	Quarterly
Reports of Services	Reports that display services provided by CPCS for children under the age of 19 by county of the child.	Quarterly
Additional reports	Regarding the performance of this Agreement, as requested by the EMS Authority. If the requested report cannot be provided, CPCS and the EMS Authority shall agree upon what report can be provided to meet the EMS Authority's request.	TBD

*Each deliverable report as detailed in Exhibit A-1, developed for this contract shall become the property of the EMS Authority and shall not be disclosed except in such manner and such time as the Director of the EMS Authority may direct. The EMS Authority may determine additional reports that the EMS Authority would like to receive. These reports could be similar to those sent to participating County Health Department Health Officers (HO/EPIs) but would be tailored to the EMS Authority's requirements. No written products shall be used for lobbying purposes.

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Regents of University of California San Francisco

Exhibit A-2

Exhibit A-2 - KEY PERSONNEL

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
Stuart E. Heard, Pharm D	California Poison Control System	Project Coordinator
Co-PI(s) – if applicable:		
Other Key Personnel (if applicable):		

Exhibit A-3 - AUTHORIZED REPRESENTATIVES**AUTHORIZED REPRESENTATIVES AND NOTICES**

State Agency Contacts	University Contacts
<p>Agency Name: Emergency Medical Services Authority</p> <p>Contract Project Manager (Technical) Name: Tom McGinnis EMS Systems Division Chief</p> <p>Address: Emergency Medical Services Authority 10901 Gold Center Dr. Ste 400 Rancho Cordova, CA 95670-6073</p> <p>Telephone: (916)322-4336 ext 424 Fax: Email: Tom.Mcginnis@emsa.ca.gov</p>	<p>University Name: University of California, San Francisco California Poison Control System (CPCS)</p> <p>Principal Investigator Name: Heard, Stuart E Principal Investigator</p> <p>Address: California Poison Control System 3333 California Street, Suite 420 San Francisco, CA 94118</p> <p>Telephone: (415)345-0820 Fax: (415)502-8620 Email: seheard@calpoison.org</p>
<p>Authorized Official Name: Howard Backer MD, MPH, FACEP, Director</p> <p>Address: Emergency Medical Services Authority 10901 Gold Center Dr. Ste 400 Ranch Cordova, CA 95670-6073</p> <p>Telephone: (916)322-4336, Ext 432 Fax: (916)322-8765 Email: Howard.Backer@emsa.ca.gov</p> <p>Send notices to (if different):</p> <p>Name: Lisa Vigil Contract Analyst</p> <p>Address: Emergency Medical Services Authority 10901 Gold Center Dr. Ste 400 Ranch Cordova, CA 95670-6073</p> <p>Telephone: 916-431-3694 Fax: 916-322-1441 Email: lisa.vigil@emsa.ca.gov</p>	<p>Authorized Official Name: Jean Jones Interim Director</p> <p>Address: 3333 California Street, Suite 315 San Francisco, CA 94143</p> <p>Telephone: (415)813-8671 Fax: Email: jean.jones@ucsf.edu</p> <p>Send notices to (if different):</p> <p>Name: Ellen Chavez, M.B.A Director of Business Operations</p> <p>Address: California Poison Control System 33333 California Street, Suite 420 San Francisco, CA 94118</p> <p>Telephone: 415-345-0822 Email: echavez@calpoison.org</p>

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Regents of University of California San Francisco

Exhibit A-3

<i>Financial Contact/Accounting</i>	<i>Authorized Financial Contact/Invoicing</i>
Name: Lisa Vigil Contract Analyst	Name: UCSF
Address: Emergency Medical Services Authority 10901 Gold Center Dr, Ste 400 Ranch Cordova, CA 95670-6073	Address: Controller's Office Contracts and Grants Accounting, Box 0897 1855 Folsom Street, Suite 425 San Francisco, CA 94143
Telephone: 916-431-3694	Telephone:
Fax: 916-322-1441	Fax:
Email: lisa.vigil@emsa.ca.gov	Email:

Exhibit A-4 - USE OF PREEXISTING DATA, COPYRIGHTED WORKS AND DELIVERABLES

A. State: Preexisting Data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

None or List:

Owner (State Agency or 3 rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

B. University: Use of Preexisting Data or copyrighted works included in Deliverables identified in Exhibit A1.

None or List:

Owner (University or 3 rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

C. Anticipated restrictions on use of Project Data.

If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "none" in this section.

None or List:

Owner (University or 3 rd Party)	Description	Nature of Restriction:
University	The project/deliverables that is provided, or to be defined, for EMS Authority is described in Exhibit A-1.	The EMS Authority shall have the unrestricted right to use the deliverable data. All other data, intellectual property, and deliverables are restricted for University use.

Exhibit A-5 – CURRICULUM VITAE (CV)/RESUMES/BIOSKETCH

School of Pharmacy²

Stuart Heard, PharmD

Assistant Dean, Professor Executive Director, CPCS
Department of Clinical Pharmacy⁴

What I do



I serve as the Executive Director of the California Poison Control System, Department of Clinical Pharmacy, School of Pharmacy, UCSF My focus is system management and financial stability of the CPCS.

Research area

Clinical expertise

Health services and policy research¹¹

Poison control

Degree

PharmD, University of California, San Francisco, 1972

Biography

Dr. Heard is the Executive Director of the California Poison Control System (CPCS), a business unit of the Department of Clinical Pharmacy, School of Pharmacy, University of California, San Francisco. He is also Assistant Dean and Health Sciences Clinical Professor of Pharmacy, Department of Clinical Pharmacy, UCSF School of Pharmacy. Prior to his appointment to the CPCS, Dr. Heard was in Pharmacy management with the San Francisco Department of Public Health from 1986-1996 and from 1974-1985 with University Hospitals of Cleveland, Ohio. He received his Doctor of Pharmacy and residency training from the University of California, San Francisco, School of Pharmacy. Dr. Heard is a Fellow of the California Society of Health-System Pharmacists (CSHP) and is a past President of the Golden Gate Society of Health-System Pharmacists, and past member of the CSHP Board of Directors. He is also a Past President of the American Association of Poison Control Centers.

Research keywords

Budgets¹², Regional Health Planning¹³, poisoning¹⁴, Poison Control Centers¹⁵, Government Financing¹⁷

Licensure and certifications

Licentiate in Pharmacy, California, 1972

Licentiate in Pharmacy, Ohio, 1976

Links

California Poison Control System⁷UCSF Profiles⁸

EDUCATIONAL PROGRAMS

PharmD Degree Program⁹

UCSF CENTERS, INSTITUTES, AND RESEARCH PROGRAMS

Executive Director, California Poison Control System (CPCS)⁷

EXTERNAL AFFILIATIONS

Fellow, California Society of Health-System Pharmacists (CSHP)¹⁰President, American Association of Poison Control Centers¹¹Phone: +1 415 345-0821
Fax: +1 415 502-86203333 Calif. St, Laurel Heights, Rm
420
UCSF Box 1262
San Francisco, CA 94118
United States

Exhibit A-7
Third Party Confidential Information Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

All patient, student, and employee confidential information is subject to all applicable federal, state, and university laws, policies and statues for protecting any disclosed confidential information.

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 Regents of University of California San Francisco

Exhibit B

Exhibit B – BUDGET DETAIL

California Poison Control System

Funding Source A:

Medi-Cal \$1,600,000

Year 1 = 07/01/2016-06/30/2017

Year 2 = 07/01/2017-06/30/2018

Budget Detail

Budget Categories	Year 1	Year 2
Personnel	\$ 565,766	\$ 564,883
Fringe Benefits	\$ 234,233	\$ 235,117
Total	\$ 800,000	\$ 800,000

Funding Source B:

Optional Targeted Low Income Children Program (65% Reimbursement) And
 General Fund (35%) \$23,924,000.00

Year 1 = 07/01/2016-06/30/2017

Year 2 = 07/01/2017-06/30/2018

Budget Detail

Budget Categories	Year 1	Year 2
Personnel	\$7,471,398	\$7,442,433
Fringe Benefits	\$3,106,941	\$3,112,183
Professional Fees	\$480,122	\$497,144
Communications	\$551,111	\$562,503
Materials and Supplies	\$91,450	\$83,100
Memberships, Subscription & Meeting Expenses	\$49,155	\$49,455
Travel	\$105,171	\$108,306
Other Expenses	\$106,652	\$106,876
Total	\$11,962,000	\$11,962,000

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 Regents of University of California San Francisco

Exhibit B-1

Exhibit B-1 – BUDGETJUSTIFICATION

California Poison Control System

Funding Source A:

Medi-Cal \$1,600,000

Year 1 = 07/01/2016-06/30/2017

Year 2 = 07/01/2017-06/30/2018

Budget Narrative

PERSONNEL

	Year 1	Year 2
Pharmacists	\$ 388,391	\$ 392,761
Nurses	\$ 9,002	\$ 9,448
Information Providers	\$ 54,389	\$ 44,543
Medical Directors	\$ 42,806	\$ 44,903
Managing Directors	\$ 30,644	\$ 32,178
Admin Assistants	\$ 6,155	\$ 5,208
Analysts	\$ 14,714	\$ 15,204
IT/Pharmacists/Programmer	\$ 17,859	\$ 18,741
Executive Director	\$ 1,806	\$ 1,896
Total Personnel	\$ 565,766	\$ 564,882

Salaries: Pursuant to the University of California policy, salaries are based on current published UC scales and include State mandated range adjustments and shift differentials. Merit increases are included at the time they are due according to UC guidelines for normal length of time at each step.

Pharmacists

Exempt position to respond to calls and provide assessment, information, management advice, in-depth consultation, and follow-up for emergency telephone toxicology and poisoning calls.

Year 1		Year 2	
Salary: 2.24 FTE for 2080 hours at \$83.36/hour (rounded) =	\$388,391	Salary: 2.16 FTE for 2080 hours at \$87.42/hour (rounded) =	\$392,761
Benefits: 41.90% of salary total	\$162,736	Benefits: 42.15% of salary total	\$165,549
Total:	\$551,127	Total:	\$558,310

Nurses

Respond to calls and provide assessment, information, management advice, in-depth consultation, and follow-up for emergency telephone toxicology and poisoning calls

Year 1		Year 2	

C16-001
 Regents of University of California San Francisco

Exhibit B-1

Salary: .05 FTE for 2080 hours at \$86.56/hour (rounded) =	\$9,002	Salary: .05 FTE for 2080 hours at \$90.85/hour (rounded) =	\$9,448
Benefits: 41.90% of salary total	\$3,772	Benefits: 42.15% of salary total	\$3,983
Total:	\$12,774	Total:	\$13,431

Information Providers

Provide initial management advice for emergency informational and follow-up telephone calls with direction and according to protocols.

Year 1		Year 2	
Salary: .73 FTE for 2080 hours at \$35.82/hour (rounded) =	\$54,389	Salary: .57 FTE for 2080 hours at \$37.57/hour (rounded) =	\$44,543
Benefits: 41.90% of salary total	\$22,789	Benefits: 42.15% of salary total	\$18,775
Total:	\$77,178	Total:	\$63,318

Medical Directors

Exempt position to provide medical direction and consultations for all CPCS activities and for clinical and educational issues

Year 1		Year 2	
Salary: .21 FTE for 2080 hours at \$98.00/hour (rounded) =	\$42,806	Salary: .21 FTE for 2080 hours at \$102.80/hour (rounded) =	\$44,903
Benefits: 41.90% or 33.90% of salary total	\$17,490	Benefits: 42.15% or 34.15% of salary total	\$18,475
Total:	\$60,296	Total:	\$63,378

Managing Directors/Pharmacist SR Supervisor

Exempt position to supervise division and staff members and assign workload and ensure adequate staff coverage, facilities, and resources and efficient functioning of CPCS

Year 1		Year 2	
Salary: .16 FTE for 2080 hours at \$92.08/hour (rounded) =	\$30,644	Salary: .16 FTE for 2080 hours at \$96.69/hour (rounded) =	\$32,178
Benefits: 41.9% or 33.9% of salary total	\$10,608	Benefits: 42.15% or 34.15% of salary	\$11,186
Total:	\$41,252	Total:	\$43,364

Admin Assistants

Provide Administrative Support for CPCS

Year 1		Year 2	
Salary: 0.10 FTE for 2080 hours at \$29.59/hour (rounded) =	\$6,155	Salary: .08 FTE for 2080 hours at \$31.10/hour (rounded) =	\$5,208
Benefits: 41.9% of salary total	\$2,579	Benefits: 42.15% of salary total	\$2,195
Total:	\$8,734	Total:	\$7,403

Analysts

Exempt position for fund development, administration, HR, and fiduciary oversight

Year 1		Year 2	
Salary: 0.15 FTE for 2080 hours at \$47.10/hour (rounded) =	\$14,714	Salary: .15 FTE for 2080 hours at \$48.73/hour (rounded) =	\$15,204
Benefits: 41.90% of salary total	\$6,165	Benefits: 42.15% of salary total	\$6,408

C16-001
Regents of University of California San Francisco

Exhibit B-1

Total:	\$20,879	Total:	\$21,612
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IT/Pharmacists/Programmer

Exempt position Administrators for Windows server and MS SQL Server, Exchange, and Visual FoxPro data base and telecommunications for mission critical WAN applications are connecting 4 emergency telephone hotlines statewide 24/7/365

Year 1		Year 2	
Salary: .10 FTE for 2080 hours at \$85.86/hour (rounded) =	\$17,859	Salary: .10FTE for 2080 hours at \$90.10/hour (rounded) =	\$18,741
Benefits: 41.9% of salary total	\$7,483	Benefits: 42.15% of salary total	\$7,899
Total:	\$25,342	Total:	\$26,640

Executive Director

Exempt position to provide direction and oversight for CPCS

Year 1		Year 2	
Salary: 0.01 FTE for 2080 hours at \$86.83/hour (rounded) =	\$1,806	Salary: 0.01 FTE for 2080 hours at \$91.17/hour (rounded) =	\$1,896
Benefits: 33.9% of salary total	\$612	Benefits: 34.15% of salary total	\$648
Total:	\$2,418	Total:	\$2,544

Fringe Benefit Rate:

July 1, 2016 through June 30, 2017, 33.90% for Faculty and 41.90% for Staff
July 1, 2017 through June 30, 2018, 34.15% for Faculty and 42.15% for Staff

The fringe benefits expenses included in the rate are: Health Plan Contribution, Social Security (FICA), Dental Plan, Vision Contribution, Worker's Compensation Insurance, Employee Support Program, Unemployment Insurance, Non-Industrial Disability Insurance (NDI), Life Insurance (Employer Paid), Other Post-employment benefit, Benefits administration, and Staff Incentive/Recognition/Development Program.

	Year 1	Year 2
Pharmacists	\$ 162,736	\$ 165,549
Nurses	\$ 3,772	\$ 3,983
Information Providers	\$ 22,789	\$ 18,775
Medical Directors	\$ 17,490	\$ 18,475
Managing Directors	\$ 10,608	\$ 11,186
Admin Assistants	\$ 2,579	\$ 2,195
Analysts	\$ 6,165	\$ 6,408
IT/Pharmacists/Programmer	\$ 7,483	\$ 7,899
Executive Director	\$ 612	\$ 648
Total Fringe Benefit	\$ 234,234	\$ 235,118

C16-001
 Regents of University of California San Francisco

Exhibit B-1

California Poison Control System

Funding Source B:

Optional Targeted Low Income Children Program (65%) And
 General Fund (35%) \$23,924,000.00

Year 1 = 07/01/2016-06/30/2017

Year 2 = 07/01/2017-06/30/2018

CONTRACT DETAIL AND NARRATIVE

Personnel:

	Year 1	Year 2
Pharmacists	\$5,468,772	\$5,420,543
Nurses	\$172,585	\$165,237
Information Providers	\$674,664	\$641,073
Medical Directors	\$169,703	\$178,253
Managing Directors	\$333,460	\$350,204
Admin Assistants	\$96,825	\$102,573
Analysts	\$150,846	\$156,761
IT	\$305,209	\$323,491
Executive Director	\$99,334	\$104,298
Total Personnel	\$7,471,398	\$7,442,433

Detail average hourly rates (salary and benefits, rounded) with job descriptions:

Pharmacists

Exempt position to respond to calls and provide assessment, information, management advice, in-depth consultation, and follow-up for emergency telephone toxicology and poisoning calls.

Year 1		Year 2	
Salary: 31.85 FTE for 2080 hours at \$82.55/hour (rounded) =	\$5,468,772	Salary: 29.45 FTE for 2080 hours at \$88.49/hour (rounded) =	\$5,420,543
Benefits: 41.90% of salary total	\$2,291,416	Benefits: 42.15% of salary total	\$2,284,759
Total:	\$7,760,188	Total:	\$7,705,302

Nurses

Respond to calls and provide assessment, information, management advice, in-depth consultation, and follow-up for emergency telephone toxicology and poisoning calls

Year 1		Year 2	

C16-001
Regents of University of California San Francisco

Exhibit B-1

Salary: .95 FTE for 2080 hours at \$87.34/hour (rounded) =	\$172,585	Salary: .85 FTE for 2080 hours at \$93.46/hour (rounded) =	\$165,237
Benefits: 41.90% of salary total	\$72,313	Benefits: 42.15% of salary total	\$69,648
Total:	\$244,898	Total:	\$234,885

Information Providers

Provide initial management advice for emergency informational and follow-up telephone calls with direction and according to protocols.

Year 1		Year 2	
Salary: 8.98 FTE for 2080 hours at \$36.12/hour (rounded) =	\$674,664	Salary: 8.13 FTE for 2080 hours at \$37.91/hour (rounded) =	\$641,073
Benefits: 41.90% of salary total	\$282,684	Benefits: 42.15% of salary total	\$270,212
Total:	\$957,348	Total:	\$911,285

Medical Directors

Exempt position to provide medical direction and consultations for all CPCS activities and for clinical and educational issues

Year 1		Year 2	
Salary: .78 FTE for 2080 hours at \$104.60/hour (rounded) =	\$169,703	Salary: .78 FTE for 2080 hours at \$109.87/hour (rounded) =	\$178,253
Benefits: 41.90% or 33.90% of salary total	\$68,382	Benefits: 42.15% or 34.15% of salary total	\$72,228
Total:	\$238,085	Total:	\$250,481

Managing Directors/Pharmacist SR Supervisor

Exempt position to supervise division and staff members and assign workload and ensure adequate staff coverage, facilities, and resources and efficient functioning of CPCS

Year 1		Year 2	
Salary: 1.75 FTE for 2080 hours at \$91.61/hour (rounded) =	\$333,460	Salary: 1.75 FTE for 2080 hours at \$96.21/hour (rounded) =	\$350,204
Benefits: 41.9% or 33.9% of salary total	\$126,815	Benefits: 42.15% or 34.15% of salary total	\$134,058
Total:	\$460,275	Total:	\$484,262

Admin Assistants

Provide Administrative Support for CPCS

Year 1		Year 2	
Salary: 1.57 FTE for 2080 hours at \$29.65/hour (rounded) =	\$96,825	Salary: 1.57 FTE for 2080 hours at \$31.41/hour (rounded) =	\$102,573
Benefits: 41.9% of salary total	\$40,570	Benefits: 42.15% of salary total	\$43,234

C16-001
 Regents of University of California San Francisco

Exhibit B-1

Total:	\$137,395	Total:	\$145,807
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Analysts

Exempt position for fund development, administration, HR, and fiduciary oversight

Year 1		Year 2	
Salary: 1.58 FTE for 2080 hours at \$45.90/hour (rounded) =	\$150,846	Salary: 1.58FTE for 2080 hours at \$47.70/hour (rounded) =	\$156,761
Benefits: 41.90% of salary total	\$63,204	Benefits: 42.15% of salary total	\$66,075
Total:	\$214,050	Total:	\$222,836

IT/Pharmacists/Programmer

Exempt position Administrators for Windows server and MS SQL Server, Exchange, and Visual FoxPro data base and telecommunications for mission critical WAN applications are connecting 4 emergency telephone hotlines statewide 24/7/365

Year 1		Year 2	
Salary: 1.71 FTE for 2080 hours at \$85.81/hour (rounded) =	\$305,209	Salary: 1.71FTE for 2080 hours at \$90.95/hour (rounded) =	\$323,491
Benefits: 41.9% of salary total	\$127,883	Benefits: 42.15% of salary total	\$136,351
Total:	\$433,092	Total:	\$459,842

Executive Director

Exempt position to provide direction and oversight for CPCS

Year 1		Year 2	
Salary: 0.55 FTE for 2080 hours at \$86.83/hour (rounded) =	\$99,334	Salary: 0.55 FTE for 2080 hours at \$91.17/hour (rounded) =	\$104,298
Benefits: 33.9% of salary total	\$33,674	Benefits: 34.15% of salary total	\$35,618
Total:	\$133,008	Total:	\$139,916

	Year 1	Year 2
Total Personnel	\$10,578,339	\$10,554,616

Salaries: Pursuant to the University of California policy, salaries are based on current published UC scales and include State mandated range adjustments and shift differentials. Merit increases are included at the time they are due according to UC guidelines for normal length of time at each step.

Fringe Benefit Rate:

July 1, 2016 through June 30, 2017, 33.90% for Faculty and 41.90% for Staff.
 July 1, 2017 through June 30, 2018, 34.15% for Faculty and 42.15% for Staff.

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 Regents of University of California San Francisco

Exhibit B-1

The fringe benefits expenses included in the rate are: Health Plan Contribution, Social Security (FICA), Dental Plan, Vision Contribution, Worker's Compensation Insurance, Employee Support Program, Unemployment Insurance, Non-Industrial Disability Insurance (NDI), Life Insurance (Employer Paid), Other Post-employment benefit, Benefits administration, and Staff Incentive/Recognition/Development Program.

	Year 1	Year 2
Pharmacists	\$2,291,416	\$2,284,759
Nurses	\$72,313	\$69,648
Information Providers	\$282,684	\$270,212
Medical Directors	\$68,382	\$72,228
Managing Directors	\$126,815	\$134,058
Admin Assistants	\$40,570	\$43,234
Analysts	\$63,204	\$66,075
IT	\$127,883	\$136,351
Executive Director	\$33,674	\$35,618
Total Fringe Benefit	\$3,106,941	\$3,112,183

PROFESSIONAL FEES

Year 1		Year 2	
\$229,485+33.9% benefits = \$307,281		\$237,517+34.15% benefits = \$318,630	
UCSD \$307,281*.75 FTE =	\$230,461	UCSD \$318,630*.75 FTE =	\$238,972
UCDavis \$307,281*.75 FTE =	\$230,461	UCDavis \$318,630*.75 FTE =	\$238,972
Professional Fees 120*\$160 =	\$19,200	Professional Fees 120*\$160 =	\$19,200
Total	\$480,122	Total	\$497,144

Medical Directors on Professional Fees, employees of UCSD and UC Davis: Annual salary and benefit rate Year 1 @ \$ 307,281 & Year 2 @ \$318,630 / per Medical Director Exempt position to provide medical direction and consultations for clinical and educational issues for all CPCS activities. Medical Directors Year 1 UCSD + UCDavis requested total 1.5 FTE (\$230,461*2 = \$460,922) & Year 2 requested total 1.5 FTE (\$238,972*2 = \$477,944), plus other professional support fees 120 hours @\$160/hour = \$19,200 Year 1-2.

	Year 1	Year 2
Total Professional Fees:	\$480,122	\$497,144

C16-001
 Regents of University of California San Francisco

Exhibit B-1

COMMUNICATION

	Year 1	Year 2
T1 line between 5 divisions and Calnet Data Network	\$261,163	\$266,119
Website hosting fees	\$2,700	\$2,800
Database fees	\$132,380	\$136,351
Secure email protection	\$3,500	\$3,605
Cisco Cloud Web Security	\$4,368	\$4,368
Long distance calls	\$105,000	\$106,000
800 number routing	\$17,000	\$17,510
Internal phones and voice mail	\$25,000	\$25,750
Total of Communications	\$551,111	\$562,503

Year 1	Year 2	
\$261,163	\$266,119	For high speed telecommunications lines between 5 sites for 12 months and networked based firewalls. These expenses are based upon NACR (Avaya) pricing and are needed to support our Data and Phone Network including emergency backup capabilities. This is based upon our previous and expected usage.
\$2,700	\$2,800	For the website services, website services are needed to host CPCS
\$132,380	\$136,351	For the database for clinical case management for licenses and updates and upgrades for AAPCC product codes. DRUGDEX® System, DrugPoints, IDENTIDEX(R) System, IV INDEX(TM) System, POISINDEX (R) System, TOMES (R) System, ToxPoints.
\$3,500	\$3,605	Secure email protection, based upon our previous and expected usage and CalNet II Pricing.
\$4,368	\$4,368	Cisco Cloud Web Security
\$105,000	\$106,000	Long distance calls, incoming and outgoing long distance calls are based upon CalNet II price and are needed to pay for long distance calls and is based upon our previous and expected usage.
\$17,000	\$17,510	For 800 number routing is based upon our previous and expected usage. This is based upon our previous and expected usage and CalNet II pricing.
\$25,000	\$25,750	For internal phones & data network based upon previous and expected usage and is billed at the currently approved UC recharge rate.

	Year 1	Year 2
Total Communication:	\$551,111	\$562,503

C16-001
 Regents of University of California San Francisco

Exhibit B-1

MATERIAL AND SUPPLIES

Year 1	Year 2	
\$ 1,400	\$ 1,575	Printing supplies \$35 case at 8 cases Year 1 & 9 cases Year 2 for 5 sites
\$ 2,600	\$ 2,025	Toner \$260/ Cartridge @ Year 1 & Year 2 for 2 orders for 5 sites
\$ 1,350	\$ 2,025	Toner \$135/cartridge for 2 orders in Year 1 & 3 orders in Year 2 for 5 sites
\$ 66,700	\$ 67,100	Minor Equip/printers/fax/monitors/cables/workstations/head sets =<\$5000 per item
\$ 10,400		Minor furniture 8 ergo desks @ \$900/each with sound deadening panels @\$400 each @ Year 1 for Sacramento Division
\$ 4,000	\$ 4,500	10 UPS in Year 1 @ \$400/each & in Year 2 @ \$450/each
\$ 5,000	\$ 5,300	Miscellaneous pens/notebooks/batteries for 4 divisions

	Year 1	Year 2
Total Materials and Supplies:	\$91,450	\$83,100

MEMBERSHIPS, SUBSCRIPTIONS & MEETING EXPENSES

Year 1	Year 2	
\$ 1,600	\$ 1,600	For testing fee for individual certification of 8 at \$200
\$ 16,700	\$ 16,700	For American Association of Poison Control Centers (AAPCC) 1 annual membership fee for entire system.
\$ 25,890	\$ 25,890	For NACCT meeting registration of 30 at \$25,890 = @ \$600*12 + 855*7 + \$1,155*11 Year 1 and Year 2
\$ 2,115	\$ 2,115	Clinical journal subscriptions \$235/each for 9 total (Pharmacists Letter, Medical Letter, AHFS and Poisoning & Drug Over Dose)
\$ 2,850	\$ 3,150	For 15 reference books at \$190/each Year 1 & \$210/each Year 2

	Year 1	Year 2
Total Memberships and Subscriptions	\$49,155	\$49,455

C16-001
 Regents of University of California San Francisco

Exhibit B-1

TRAVEL

\$12,915 in Year 1 & 13,230 in Year 2 DAY TRAVEL

Day Travel required for Directors to attend statewide system meetings and the EMS Authority and legislative related meetings @ \$123 per trip Year 1 & @ \$126 per trip Year 2. Each trip averaging 200 miles at \$.54/mile Year 1-2, plus \$15 in Year 1 & \$18 in Year 2 for toll/other. 105 DAY TRIPS in Year 1-2 @ \$123/EACH = \$12,915 & \$126/EACH = \$13,230.

\$ 31,356 in Year 1 & \$31,551 in Year 2 OVERNIGHT TRAVEL

Overnight Travel required for Directors to attend statewide system meetings for \$804 per trip in Year 1 & \$809 per trip in Year 2. Each trip averages for airfare \$400 Year 1-2, lodging with tax and fees for 1 night \$240 Year 1-2, meals \$74 Year 1-2, rental car \$60 Year 1-2 and other \$30/day Year 1 & \$35/day Year 2. These travelers will need overnight travel for these meetings.

39 OVERNIGHT TRIPS Year 1-2 @ \$804/EACH = \$31,356 & \$809/EACH = \$31,551.

\$60,900 in Year 1 & \$63,525 in Year 2 OVERNIGHT NATIONAL TRAVEL

Overnight Travel required for director and clinical staff to attend national meetings: Five nights lodging with tax and fees \$1,500 Year 1 & \$1,625 Year 2, air travel \$500, meals \$444, miscellaneous auto, taxi and /or parking \$456 @ \$2,900 per trip Year 1 & \$3,025 per trip Year 2. 21 OVERNIGHT NATIONAL TRIPS = \$60,900 in Year 1 & \$63,525 in Year 2.

	Year 1	Year 2
Total Travel:	\$105,171	\$108,306

OTHER EXPENSES

Year 1	Year 2	
\$9,000	\$9,180	Freight and postage for poison control materials, monthly storage and mail service for a year
\$71,400	\$72,100	HR service expenses for each staff in a year \$1,020 Year 1 & \$1,030 Year 2, with 70 staffs @ \$1,020*70 = \$71,400 in Year 1 & \$1,030*70 = \$72,100 in Year 2.
\$26,252	\$25,596	UCSF Data Network Recharge for use and support of the campus network. \$44/12 months/49.72 FTE @ \$26,252 Year 1 & \$46/12months/46.37 FTE @ \$25,596 Year 2.

	Year 1	Year 2
Total Other Expenses:	\$106,652	\$106,876

C16-001
Regents of University of California San Francisco

Exhibit B-3

Invoice and Detailed Transaction Ledger Elements

This contract requires two invoices be submitted monthly, by funding source, to the EMS Authority. These two invoices reference the two funding sources (A and B) each month. These are defined as:

1. Exh B-1 (Medi-Cal) Funding Source A
2. Exh B-2 - Funding Source B

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available¹

- Personnel
- Equipment-N/A
- Travel
- Subawardee – Consultants N/A
- Subawardee – Subcontract/Subrecipients N/A
- Materials & Supplies
- Other Direct Costs
 - Professional Fees
 - Communication
 - Memberships, Subscriptions & Meeting Expenses
 - Other Expenses
- Indirect Costs-N/A
 - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period ²-N/A

- Univ Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name ⁶
- Transaction Posting Date ⁶
- Time Worked ⁶
- Transaction Amount ⁶

¹ If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

² For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

C16-001
Regents of University of California San Francisco

Exhibit C

Exhibit C

UTC-116

AB20 State/University Model Agreement Terms & Conditions
<http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

See Exhibit G for replacement provisions

Exhibit E

Special Conditions for Security of Confidential Information

All patient, student, and employee confidential information is subject to all applicable federal, state, and university laws, policies and statues for protecting any disclosed confidential information.

Exhibit G – Negotiated Alternate UTC Terms

SPECIAL TERMS AND CONDITIONS

Budget Adjustments

The Contractor may make minor adjustments within the budgeted line items without advance approval, however, the cumulative total of these line item adjustments cannot exceed 10% of the budget categories, and the Contractor is required to submit to the EMS Authority a copy of the revised budget prior to invoicing.

If the Contractor wishes to make budget revisions which exceed 10% of a total line item, as shown on the Exhibit B budget categories, the Contractor must obtain advance written approval from the EMS Authority and must also submit a written request with an explanation of the need and a revised budget summary, detail and narrative which specifically identifies the budget categories item(s) to be reduced and which budget categories item(s) will be increased.