

REGISTRATION NUMBER	AGREEMENT NUMBER 08-85054
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- This Agreement is entered into between the State Agency and the Contractor named below:



STATE AGENCY'S NAME California Department of Public Health	(Also referred to as CDPH or the State)
CONTRACTOR'S NAME El Dorado County	(Also referred to as Contractor)
- The term of this Agreement is: 07/01/08 through 06/30/11
- The maximum amount of this Agreement is: \$ 60,000
Sixty Thousand Dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	19 pages
Exhibit A, Attachment I – Work Plan	17 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit C * – General Terms and Conditions	<u>GTC 307</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) El Dorado County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Rusty Dupray, Chairman, El Dorado County Board of Supervisors		
ADDRESS C/O: Neda West, Acting Director El Dorado County Public Health/CLPPP: 931 Spring Street, Placerville, CA. 95667		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Margie Sunahara, Chief, Contract Management Unit		
ADDRESS 1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per:

Exhibit A
Scope of Work

1. Service Overview

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

The El Dorado County Childhood Lead Poisoning Prevention Program (CLPPP) will provide direct case management for children, as well as education to the communities, families and health care providers within its jurisdiction. The Contractor will coordinate lead-related activities for a range of local agencies and organizations, alert the Childhood Lead Poisoning Prevention Branch (CLPPB) to new sources of lead exposure and barriers in the continuum of care and prevention, and help develop creative new strategies towards realizing a mutual vision of a healthy, lead-safe environment, in which all children can achieve their full potential.

2. Service Location

The services shall be performed at applicable facilities in El Dorado County.

3. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding official holidays.

4. Project Representatives

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

California Department of Public Health Contract Manager: Karla McLemore Telephone: (510) 620-5609 Fax: (510) 620-5656 Email: Karla.McLemore@ca.gov	El Dorado County Josefina Solano, PHN, Program Coordinator Telephone: (530) 573-3165 Fax: (530) 543-6819 Email: jsolano@co.el-dorado.ca.us
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B. Direct all inquiries to:

California Department of Public Health Childhood Lead Poisoning Prevention Branch (CLPPB) Attention: Karla McLemore 850 Marina Bay Parkway, Bldg. P, 3 rd Floor Richmond, CA. 94804-6403 Telephone: (510) 620-5609 Fax: (510) 620-5656 Email: Karla.McLemore@ca.gov	El Dorado County Childhood Lead Poisoning Prevention Program (CLPPP) Attention: Neda West, Acting Director 931 Spring Street Placerville, CA. 95667 Telephone: (530) 621-6156 Fax: (530) 626-4713 Email: nwest@co.el-dorado.ca.us
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Exhibit A
Scope of Work

5. Required Deliverables for Program Review and Evaluation

- A. The Contractor will submit as deliverables to Childhood Lead Poisoning Prevention Branch the following documents:
- 1) Biannual Progress Reports using the CLPPB Progress Report format.
 - 2) Quarterly invoices as outlined in Exhibit B, Provision 1, page 1 of 4.
 - 3) Status report, case management information, and other contract-related information as requested by CLPPB for program review.

6. Subcontracts Requirements

- A. Subcontracts are allowed. Contractors shall adhere to the provisions in Exhibit D(F), "Special Terms and Conditions", paragraph 5, Subcontract Requirements.
- B. Subcontractor Budget detail will be attached and incorporated herein, and made a part hereof only when the subcontract budget total exceeds \$50,000.

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

Exhibit A
Scope of Work

Goal 1: A Childhood Lead Poisoning Prevention Program (CLPPP) shall be successfully administered in the jurisdiction of each local health department throughout California.

Objective 1-I.

Maintain (or establish) and successfully administer a local Childhood Lead Poisoning Prevention Program (CLPPP).

A. Timeline – ongoing

B. Major activities

- 1. All CLPPPs-** Designate a CLPPP Coordinator responsible for conducting or overseeing the activities below.
 - a. Prepare and implement a CLPPP work plan that identifies appropriate activities and staff for the needs of the local health jurisdiction.
 - b. Coordinate all CLPPP services and activities within the local health jurisdiction.
 - c. Act as primary program contact with the Childhood Lead Poisoning Prevention Branch (CLPPB).
 - d. Ensure adherence with and implementation of all CLPPB contract requirements, including the CLPPP work plan, and with CLPPB policies and procedures.
 - e. Ensure CLPPP representation, in person or by phone conferencing, audio or video formats, at CLPPB -sponsored meetings and trainings, and CLPPB working groups as requested. These would include, but not be limited to, regional and statewide program meetings, trainings for new CLPPP coordinators, trainings on time study documentation as appropriate, and trainings on use of the CLPPB data system.
 - f. Ensure that all staff providing services to children under this contract have and maintain the professional qualifications and criteria (education, licenses, and training) required by CLPPB.
 - g. Convene and conduct CLPPP Team quarterly meetings, in person or through phone conferencing, video or audio formats, with participation by all CLPPP team members. This would include Health Educators, Nutritionists, Public Health Nurses, Environmental Professionals, and others, as appropriate for the size and staffing of the CLPPP.
 - h. Submit semi-annual CLPPP progress reports according to CLPPB requirements.

Exhibit A
Scope of Work

2. **Tier 2-** The Local Health Jurisdiction (also referred to as CLPPP) is encouraged to add additional activities as mentioned below. Refers to those programs receiving services in addition to performing "All CLPPPs" basic functions.
 - a. Examples would be hosting and facilitating regional meetings or CLPPB -sponsored trainings.

Goal 2. Decrease the exposure of children to lead and the incidence of increased childhood blood lead levels.

Objective 2-I.

Inform families and child caregivers who are responsible for children at risk of lead exposure about how to prevent lead exposure.

- A. Timeline – ongoing
- B. Major activities

1. **All CLPPPs-** Develop and implement Outreach and Education activities according to CLPPB standards, as indicated in the *Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposure*.

NOTE: As a group, children eligible for or enrolled in government-assisted health care programs are known to be at high risk of lead exposure and poisoning. These children are more likely to live or spend time in older housing with deteriorating, lead-based paint or lead-contaminated dust and soil. In its application, the CLPPP may propose activities for other children, if resources permit or if a high risk is demonstrated.

Activities must:

- a. Support Goal 2 and Objective 2-I;
- b. Have objectives that are clear and that can be measured. Examples of these types of measurements include (but are not limited to), number of families and child caregivers reached, number of program materials distributed, percent of knowledge increased by a training, and percent of answers correct on a test.
- c. Include evaluation (how the success of the activity will be measured). Evaluation can be of the process and/or of the outcome. The following examples demonstrate both types of evaluation.
 - i. Process Evaluation: Did the activities occur as planned (e.g., numbers, type, attendance)?
 - ii. Outcome Evaluation: Did the activity increase awareness or change behavior? (Useful tools for outcome evaluation include pre- and post-tests or follow-up.)

Exhibit A
Scope of Work

- d. Examples of activities include:
 - i. Each year of the contract, the CLPPP will raise awareness or alter opinions and attitudes by providing the following:
 - a.) media campaigns
 - b.) health fairs
 - c.) neighborhood campaigns
 - d.) presentations to childcare givers, parents, families and schools
 - e.) other activities specified by the CLPPP (and approved by the CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction).*
 - e. All Local Health Jurisdictions must indicate at least two activities they will conduct. The breadth and extent of the activities are expected to be proportional to the funding and resources provided in the contract.
 - f. Local Health Jurisdictions are encouraged to collaborate with other health programs and with environmental or housing programs, to maximize resources and populations reached.
- 2. **Tier 2-** The Local Health Jurisdiction is to add one or more additional activities to support the objective, as resources allow. These additional activities require prior approval from CLPPB. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.

Objective 2-II.

Inform health care providers of their legal responsibilities with respect to counseling on how to avoid lead poisoning and of available case management services.

A. Timeline – ongoing

B. Major activities

- 1. **All CLPPPs-** Provide outreach and education to health care providers. *(Details are to be specified by the Local Health Jurisdiction; examples given in a., below.) Objectives must be clear and measurable and include process and/or outcome evaluations.*
 - a. Examples of activities:
 - i. Grand Rounds presentations to health care providers
 - ii. Brown-bag presentations
 - iii. Nursing or medical school lectures
 - iv. Mailing or distributing newsletters, brochures, or informational program materials
 - v. Outreach to clinics

Exhibit A
Scope of Work

- vi. Outreach to centers and staff of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Child Health and Disability Prevention Program (CHDP)
 - vii. Other activities specified by the CLPPP (and approved by CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction.)*
- b. Evaluation
- i. Process evaluation: Did the activity occur as planned (e.g., numbers, type, attendance)?
 - ii. Outcome Evaluation: Did the activity increase awareness or change behavior? (Useful tools for outcome evaluation include pre-and post-tests or follow-up.)
- c. All programs must indicate at least two activities they will conduct. The breadth and extent of the activities are expected to be proportional to the funding and resources provided in the contract.
- d. Programs are encouraged to collaborate with other health programs to maximize resources and health care providers reached.
2. **Tier 2-** The Local Health Jurisdiction is to add one or more additional activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.

Objective 2-III.

Increase awareness of lead hazards among those local governmental agencies and businesses that can assist in decreasing lead exposures to children.

A. Timeline - ongoing

B. Major activities

1. **All CLPPPs-** Maintain collaborative working relationships with local enforcement agencies and businesses. This should be achieved by collaborative activities that reach these groups.
 - a. Examples of types of activities include:
 - i. Inform local agencies about applicable regulations and statutes, including legislative and regulatory requirements in: Health and Safety Code, Sections 17961, and 105251 to 105256; State Housing Law, Section 1720.10; Civil Code, Section 1941.1., and California Code of Regulations, Sections 35001 to 36100.
 - ii. Promote displays and educational activities concerning lead hazard awareness at meetings that are concerned with potential lead hazard related activities, such as local code enforcement groups or environmental groups.

Exhibit A
Scope of Work

- iii. Promote displays and educational activities concerning lead hazard awareness in businesses that are concerned with potential lead hazard related activities, such as hardware and home improvement stores.
 - iv. Other activities specified by the CLPPP to achieve this objective.
 - b. All programs must indicate at least two activities that they will conduct. The breadth and extent of the activities are expected to be proportional to the funding and resources provided in the contract. *(Details are to be specified by the Local Health Jurisdiction.)*
 - c. Programs are encouraged to collaborate with other local governmental or business programs, to maximize resources and groups reached.
2. **Tier 2-** The Local Health Jurisdiction is to add one or more additional activities or other types of activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract.

C. Additional Deliverables

1. The CLPPP is encouraged to develop evaluation strategies, as resources allow. *(Details are to be provided by the Local Health Jurisdiction.)*

Objective 2-IV.

Inform CLPPB of any newly suspected sources of childhood lead exposure, such as specific home remedies and brands of imported foods, etc., so that CLPPB can follow up with State and federal agencies. (Once CLPPB confirms that the source is lead-contaminated, CLPPB will advise all the CLPPPs and provide information to help address the problem locally, as appropriate. CLPPB will also work with State and federal authorities to eliminate the source.)

A. Timeline – ongoing/episodic

B. Major activities

1. **All CLPPPs-** The CLPPP shall be alert to potential new sources of childhood lead exposure and report any such sources to the CLPPB as soon as possible.
2. **Tier 2-** The CLPPP is encouraged to consider approaches to identification of other sources of lead exposure and add further activities (approved by CLPPB) to support the objective, as resources allow. *(Details are to be provided by the Local Health Jurisdiction.)*

Exhibit A
Scope of Work

Objective 2-V.

Identify and maintain contact with liaisons in other health programs in the CLPPP's jurisdiction to facilitate information-sharing and potential development of joint outreach and education programs. Other health programs include, in particular, Child Health and Disability Prevention (CHDP), Maternal and Child Health (MCH), Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Medi-Cal, Head Start, and appropriate managed care plans serving low-income children, including those in Healthy Families and Medi-Cal Managed Care.

- A.** Timeline – If the CLPPP has not already established such relationships, they shall be established within the first-half of fiscal year 2008-09.
- B.** Major activities
 - 1. All CLPPPs-** Develop and maintain contact file, including the names of liaisons, for all government-assisted health programs in the CLPPP jurisdiction, to include CHDP, MCH, WIC, Head Start, and Medi-Cal (including Medi-Cal Managed Care Plans). For example, if the county provides Medi-Cal through a Managed Care organization, identify the Plan's liaison for lead.
 - a. Collaborate with the liaisons in developing strategies for preventing lead exposure, increasing screening, identifying lead-exposed children, and disseminating information on available government-assisted health care programs.
 - b. Examples of types of activities with these health programs include:
 - i. CLPPP will offer to participate in other government-assisted health care program meetings on development of their program's forms and/or tools to ensure inclusion of required lead poisoning anticipatory guidance and screening.
 - ii. CLPPP will inform other programs about services provided, such as compiling a brief annual summary of the care management and outreach activities provided to plan members for the local Medi-Cal Managed Care Plan.
 - iii. CLPPP may suggest other activities to achieve this objective (approved by CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction.)*
 - c. All programs must indicate at least one activity which will be accomplished. Outreach activities conducted with other health programs to achieve this objective may coincide with those specified in Objectives 2-I and 2-II.

Exhibit A
Scope of Work

2. **Tier 2-** The CLPPP is to add one or more activity of the type indicated above, or in the example below, to support the objective. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. An example of further potential activities is given in a., below:
 - a. Conduct liaison activities with additional groups such as Early Start, Black Infant Health, Office of Bi-National Border Health, and other groups in the jurisdiction that conduct health-related outreach and education and/ or improve access to health care.
Activities are to be approved by CLPPB. *(Details of the activities are to be specified by the Local Health Jurisdiction).*

Goal 3: Improve the detection of lead-exposed children by assuring that all at-risk children receive blood lead screening tests at appropriate ages.

Objective 3-I.

Develop and implement strategies to increase the proportion of at-risk children who are blood lead tested, using as a baseline 2006 data on the number of children tested in the jurisdiction as reported to CLPPB, or other appropriate data source chosen in consultation with CLPPB.

A. Timeline – ongoing

B. Major activities

1. All CLPPPs- Activities include:

- a. Provide outreach and education to families of high-risk children and to child caregivers for such families, regarding screening for lead poisoning. (For guidance, you may refer to the CLPPB's *A Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposure.*) As a group, children eligible for or enrolled in government-assisted health care programs are known to be at high risk of lead exposure and poisoning. These children are more likely to live or spend time in older housing with deteriorating, lead-based paint or lead-contaminated dust and soil. In its application, the CLPPP may propose activities for other children, if resources permit or if a high risk is demonstrated. *(Details are to be specified by the Local Health Jurisdiction.)*
- b. Inform health care providers of their legal responsibilities with respect to screening and testing for lead poisoning and of available case management services. *(Details are to be specified by the Local Health Jurisdiction.)*

Exhibit A
Scope of Work

- c. All programs must indicate at least two activities they will perform. Outreach activities conducted to achieve this objective may coincide with those specified in Objectives 2-I and 2-II. The breadth and extent of activities are expected to be proportional to the funding and resources provided in the contract.
 - d. In the event that the CLPPP receives a referral from CLPPB regarding a family at risk from take-home exposure, the Local Health Jurisdiction will contact the family to advise of the need for screening.
- 2. Tier 2-** The CLPPP is encouraged to add other, additional activities to support the objective, as resources allow. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. Examples are given in a., b., and c., below. Activities are to be approved by CLPPB. *(Details are to be specified by the Local Health Jurisdiction.)*
- a. Improve access and remove barriers to screening by building finger stick testing capacity, setting up (with prior CLPPB approval) screening sites that are alternatives to existing clinical sites, etc.
 - b. Engage local community-based and ethnic organizations to assist in outreach to providers and at-risk communities or providers.
 - c. Identify high-risk communities or neighborhoods in which to focus the strategies.

Goal 4: Management of lead-exposed children shall meet standards of care.

Objective 4-I.

Assure timely and appropriate management of lead-exposed children in accordance with CLPPB standards.

A. Timeline – ongoing

B. Major activities

1. All CLPPPs-

- a. Assure that, when the CLPPP is notified of a lead-exposed child whose blood lead level meets “case” definition, the Public Health Nurse (PHN) shall coordinate care in compliance with:

Exhibit A
Scope of Work

- i. California Health and Safety Code, Section 105275 *et seq.* (appropriate case management);
 - ii. Title 17, Section 35001 *et seq.* (Lead-Related Construction, Accreditation, Certification and Work Practice Standards);
 - iii. The CLPPB Binder of Program Letters.
- b. Assure that, when the CLPPP is notified of a lead-exposed child whose blood lead levels meet “case” definition, all appropriate PHN and Environmental Professional (EP) case management activities, including maintenance of accurate and complete surveillance and case management documentation and provision of education and informational materials, are conducted in accordance with:
- i. The CLPPB *Public Health Nursing Manual (PHN Manual)*, *September 2002*, and updates;
 - ii. Title 17 Section 35001 *et seq.* (Lead-Related Construction, Accreditation, Certification, and Work Practices Standards)
 - iii. Childhood Lead Poisoning Prevention Branch, *Guidance Manual for Environmental Professionals, December 2005*, and updates;
 - iv. Lead Poisoning Follow-Up Form;
 - v. Lead Test Kit Fact Sheet 3/01 (use of Lead Check Swabs by CLPPP staff); and
 - vi. The CLPPB *Surveillance and Data Management Manual*.
- c. Assure that, when notified of a lead-exposed child whose blood lead levels meet “case” definition, or of a child with an elevated blood lead level requiring follow-up to confirm the child’s “case” status, the primary care provider following the child is contacted about the lead level, knows of the services being provided by the CLPPP, is informed of resources for medical follow-up and treatment as indicated, and recommends an environmental investigation, as appropriate.
- d. Assure that the CLPPB is notified, if a child is found to have been designated as a “case” in error or on follow-up, does not achieve “case” status.
- e. Assure that if the child receives services through a government-assisted health care program (Medi-Cal, CHDP, Healthy Families or local plan), that program is notified of the elevated blood lead level as soon as possible on a case-by-case basis.
- f. Assure that if the child is eligible for, but does not receive services through, a government-assisted health care or nutrition program (Medi-Cal, CHDP, Healthy Families or local plan, and WIC) the family is advised of the availability of such services.
- g. Assure that a lead-poisoning case is referred to California Children’s Services for determination of eligibility and medical case management, as appropriate.

Exhibit A
Scope of Work

- h. Assure that, if take-home lead exposure is suspected as the source of the child's elevated blood lead level, the PHN will contact the California Occupational Lead Poisoning Prevention Program, as per the *PHN Manual*.
 - i. Submit Follow-up Forms to CLPPB in a timely fashion, as specified in the *PHN Manual* and the CLPPB Binder of Program Letters.
 - j. Submit a semi-annual list of open and closed lead poisoning cases for state and county comparison and tracking, if requested by the state.
 - k. Assure that, when a lead-poisoned child moves out of the jurisdiction, case management is coordinated with other CLPPPs as described in the *PHN Manual*.
 - l. If the applicant is or applies to be a participant in the X-Ray Florescent (XRF) Instrument Loan Program, the applicant shall participate fully in that program, as specified in the CLPPB Binder of Program Letters.
 - m. The Local Health Jurisdiction is encouraged to add additional activities to support this objective for other lead-exposed children, as resources allow.
 - n. CLPPPs are encouraged to partner with non-governmental organizations (such as community groups) to enhance education on lead and prevent further lead exposure, particularly in children whose blood lead levels do not reach case definition.
- 2. Tier 2-** The Local Health Jurisdiction is encouraged to add additional activities to support the objective, as resources allow. The number and extent of activities are expected to be proportional to the funding and resources provided under the contract. An example of such an activity is given below.
- a. When notified about a child with an elevated blood lead level that does not meet state blood lead criteria for required public health nursing and environmental services as described above, services may be provided as resources allow, to assure appropriate follow-up and prevent further rise in blood lead levels. These measures might include outreach and education materials sent to the family or health care provider, or public health and/or environmental interventions, or other activities.

Goal 5: Lead hazards that are identified shall be eliminated.

Objective 5-I.

Use progressive notification and action to achieve elimination of lead hazards that are identified during environmental investigations.

A. Timeline – ongoing

Exhibit A
Scope of Work

B. Major activities

1. All CLPPPs-

- a. When lead hazards are identified during an environmental investigation for a lead-exposed child whose blood lead level meets “case” definition, the EP shall use progressive notification as needed to ensure that sources of exposure are reduced or eliminated and that the address has achieved clearance. Lead hazards to be eliminated and procedures to be followed are as described in:
 - i. The CLPPB *Public Health Nursing Manual (PHN Manual)*, September 2002, and updates;
 - ii. Title 17, Section 35001 *et seq.* (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards);
 - iii. Childhood Lead Poisoning Prevention Branch, *Guidance Manual for Environmental Professionals*, December 2005, and updates.
- b. Submit a semi-annual list of environmental investigations completed and clearances achieved, with the semi-annual CLPPP progress report.
- c. When a property owner fails to comply with lead hazard reduction or elimination, the EP will contact local enforcement agencies and take other steps to secure enforcement.
- d. The Local Health Jurisdiction is encouraged to add further activities to support this objective, and to enhance collaboration with other groups and agencies in achieving this objective, as resources allow. Examples of such activities are given under Tier 2, below.

2. Tier 2- The Local Health Jurisdiction is to add one or more activities to support this objective and to enhance collaboration with other groups and agencies in achieving this objective, as resources allow.

- a. Examples of the types of activities include:
 - i. Elimination of lead hazards identified for other lead-exposed children with elevated blood lead levels, whose blood lead levels do not meet CLPPB “case” definition.
 - ii. Education of enforcement agency partners (i.e., city and/or county building departments, housing departments) in protecting children with elevated blood lead levels, or children at risk for lead exposure, by providing training programs in lead hazard compliance and enforcement, lead-safe work practices, and visual assessment.
 - iii. Other activities suggested by the CLPPP (and approved by CLPPB). (*Details of the activities are to be specified by the Local Health Jurisdiction.*)

Exhibit A
Scope of Work

- b. Outreach and education activities carried out in support of this objective may coincide with Tier 2 activities specified in Objective 2-III.
- c. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract.

SUPPLEMENTAL FUNDING

Local Jurisdictions wishing to apply for supplemental funding for additional activities to achieve elimination of lead hazards need to submit work plan activities for the scope of work listed under Objectives 5-II and 5-III.

Note: The supplemental funds provided for Objectives 5-II and 5-III are to be allocated into the Primary contract portion of the CLPPP budget or expended as a subcontracts or contracts.

Those not wishing to apply for this funding should proceed to Goal 6.

Objective 5-II.

Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

A. Timeline – ongoing

B. Major Activities

- 1. Protect children with known blood levels that show lead exposure from additional exposure to environmental lead hazards by: carrying out environmental investigations; and ensuring abatement and clearance of identified lead hazards, and that activities are conducted as required by California Code of Regulations, Title 17, Section 35001 et seq.
 - a. Efforts may focus on specific high-risk population groups and/or geographic areas.
 - b. If not already identified in the contract work plan, by six months of the start of the contract, submit a plan to CLPPB as to which children will be addressed, identifying:
 - iii. range of blood lead levels;
 - iv. population group(s) and/or geographic area(s).
- 2. Implement a program to reduce the opportunity for children being exposed to environmental lead hazards, by investigating locations where children have been exposed in the past, and responding as necessary with appropriate enforcement actions.
 - a. Efforts may focus on a specific high-risk geographic area or areas.
 - b. If not already identified in the contract work plan, by six months of the start of the contract, submit a plan to the CLPPB as to which geographic area(s) will be addressed or other criteria that will be used to determine the sites of these investigations.

Exhibit A
Scope of Work

3. Implement a program to reduce the opportunity for children being further exposed or at risk children being exposed to environmental lead hazards by investigating tips and complaints about lead hazards, and by identifying lead hazards in pre-1978 dwellings and public buildings and their surroundings, responding to each as necessary with appropriate enforcement actions.
 - a. Efforts may focus on a specific high-risk geographic area or areas.
 - b. If not already identified in the contract work plan, by six months from the start of the contract, submit a plan to the CLPPB as to which geographic area(s) will be addressed or other criteria that will be used to determine the sites of these investigations.
4. Develop a written progressive enforcement procedure and submit to CLPPB with the first CLPPP progress report. Progressive enforcement activities would include, for example, a letter to the property owner, followed by a Notice of Violation, then an administrative hearing, and an order to abate.
 - a. In the absence of clearance of hazards using the above remedies, a system will be required to be in place to resolve the lead hazards, using the provisions of the State Housing Law, or local ordinances.
 - b. The CLPPP is required to develop criteria for a property follow-up schedule, with a time line for referral to the County District Attorney for properties found to be non compliant with the above-described enforcement actions.
 - c. In counties where a large number of cases occur in a specific jurisdiction (high-risk area), in which the county plans to focus efforts, but where the county lacks authority for legal resolution of State Housing Law cases, the county should enter into an agreement with that jurisdiction to allow for abatement and enforcement of lead hazards.
5. As resources allow, assure that interventions (including lead abatement activities) carried out to prevent lead hazards from developing in the future, and exposing at risk children to lead are conducted as required by Title 17, California Code of Regulations, Section 35001 et seq.
6. The breadth and extent of activities planned and carried out for items 1, 2, 3, 4, and 5 in this objective, are expected to be proportional to the supplemental funding and resources provided.
7. Information on: activities carried out under this objective; specific populations, areas and properties targeted; and hazards eliminated, is to be submitted with each semi-annual CLPPP progress report.
8. Local Health Jurisdictions are encouraged to evaluate and modify activities that support the objective, with approval from the CLPPB.

Exhibit A
Scope of Work

Objective 5-III.

Increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies and other groups, to see that lead hazards are properly identified and eliminated.

A. Timeline – ongoing

B. Major Activities

1. Develop collaboration and partnerships with investigation and enforcement agencies (i.e., city and/or county building departments, housing departments, and code enforcement agencies), particularly those in specific jurisdictions which are identified as high risk for lead hazards. These would include:
 - a. Development and implementation of programs for training of investigation and enforcement agency personnel on identifying and correcting lead hazards, as indicated for your jurisdiction.
 - b. Fiscal support for training, if needed, and as resources allow.
 - c. Development and implementation of other activities specified by the CLPPP (and approved by CLPPB). *(Details of the activities are to be specified by the Local Health Jurisdiction.)*
2. Develop and implement interagency referral, reporting procedures, and cooperation with investigation and enforcement agency partners.
 - a. Include activities such as responding to practices that create lead hazards by implementing lead hazard compliance and enforcement procedures.
 - b. Delineate roles and responsibilities.
3. Develop an enforcement response policy, including the roles and responsibilities of partnering enforcement agencies.
 - a. Submit this policy to CLPPB, by the end of the first year of this contract.
4. As resource allow, assess the effectiveness of local government laws, ordinances, housing codes, and enforcement structures covering identified lead hazards, and determine if changes are required to ensure children are protected.
5. As resources allow, carry out other outreach and education activities with enforcement partners. Examples of such activities are:
 - a. Providing program materials on lead hazards to housing and building departments, for public distribution.

Exhibit A
Scope of Work

- b. Encouraging building department to incorporate informing about safe work practices into their building permit process (such as attaching pamphlets that educate about lead hazards to building permits) for housing built before 1978.
6. Collaboration and partnering with community-based organizations (CBOs) involved in housing activities is strongly encouraged, as resources allow. Examples of activities are:
 - a. Providing up-to-date training and educational material to CBO staff that they can employ in outreach efforts to their communities.
 - b. Helping CBOs identify high-risk areas.
 - c. Other activities specified by the CLPPP (and approved by CLPPB).
(Details of the activities are to be specified by the Local Health Jurisdiction.)
7. The breadth and extent of activities planned and carried out for items 1, 2, 4, and 5 in this objective, are expected to be proportional to the supplemental funding and resources provided.
8. Information on activities carried out under this objective is to be submitted with each semi-annual CLPPP progress report.
9. Local Health Jurisdictions are encouraged to evaluate and modify activities that support the objective, with approval from the CLPPB.

Goal 6: Program data will be maintained according to CLPPB security and confidentiality standards and a data system will be in place that will enable the collection, analysis, and dissemination of information on childhood lead exposure that can be used effectively for surveillance, identification of lead-exposed children, management of cases, epidemiology, evaluation, and program planning.

Objective 6-I.

Laboratory, case management, and environmental data will be maintained in an electronic database that will allow access to timely and accurate information on individual cases, exposure sources, administrative status, summary statistics, and quality of care indicators.

A. Timeline - ongoing

B. Major activities

1. **All CLPPPs-** The new CLPPB web-based data system, RASSCLE II (Response and Surveillance System for Childhood Lead Exposure II), stores extensive statewide blood lead level and case management follow-up data. When feasible, and per the CLPPB roll-out schedule to Local Health Jurisdictions, Local Health Jurisdictions should utilize RASSCLE II. Jurisdictions using RASSCLE II shall:
 - a. Enter into the new web-based RASSCLE II system, if data is not already in the system, and manage all data regarding lead poisoning cases and screening tests.

Exhibit A
Scope of Work

- b. Attend RASSCLE Regional Trainings. When possible, attendance will comprise a broad spectrum of user types, including PHNs, data entry personnel, EPs, epidemiologists, and nutritionists.
 - c. Coordinate with the CLPPP's Information Technology department or the local department that supports CLPPP data functions, to ensure the department's maintenance of Branch technical infrastructure recommendations, as specified in the *CLPPB Surveillance and Data Management Manual*.

CLPPPs converting to using the web-based RASSCLE II system may be asked by CLPPB during the contract period to support Objective 6-1 through additional activities, as resources allow. Examples of such requests are in d. and e., below.
 - d. Prior to conversion to the new web-based RASSCLE II system, participate in training on the new system and validation of data migration from the prior system to the new system.
 - e. At the direction of CLPPB, the CLPPP may upgrade its equipment to remain in compliance with CLPPB technical infrastructure recommendations as specified in the *Surveillance and Data Management Manual*.
2. If the Local Health Jurisdiction has not yet been transitioned over to the new web-based RASSCLE II system, it is recommended that the Local Health Jurisdiction utilize the legacy data system, RASSCLE. Jurisdictions using RASSCLE shall maintain it as follows:
- a. Electronically store and manage all data regarding lead poisoning cases and screening tests.
 - b. At the direction of CLPPB, have or obtain the capability for accomplishing the electronic transfer of data **from** the CLPPB.
 - c. At the direction of CLPPB, have or obtain the capability for accomplishing the electronic transfer of data **to** the CLPPB.
 - d. Attend RASSCLE Regional Trainings. When possible, attendance will comprise a broad spectrum of user types, including PHNs, data entry personnel, EPs, epidemiologists, and nutritionists.
 - e. Coordinate with the CLPPP's Information Technology Department or the local department that supports CLPPP data functions, to ensure the department's participation in the installation, upgrade, and maintenance of CLPPB information technology systems, as specified in the *CLPPB Surveillance and Data Management Manual*.

CLPPPs using RASSCLE may be asked by CLPPB during the contract period to support Objective 6-1 through additional activities, as resources allow. Examples of such requests are in f. and g., below. If interested in these activities, the CLPPP should so indicate in this Work Plan and the budget, in consultation with CLPPB.
 - f. Prior to the implementation or substantial upgrade of electronic surveillance, case, and environmental management systems, participate in

Exhibit A
Scope of Work

the testing of such systems. Testing may involve participating in new, CLPPB -supported technical applications and providing feedback on such applications.

- g. At the direction of CLPPB, the CLPPP may upgrade its equipment to remain in compliance with CLPPB technical infrastructure recommendations as specified in the *Surveillance and Data Management Manual*.
3. Jurisdictions are strongly encouraged to use RASSCLE II or RASSCLE, but jurisdictions not yet using RASSCLE II or RASSCLE shall maintain data as follows:
- a. Store data using Minimum Data Fields referenced in the CLPPB *Surveillance and Data Management Manual*.
 - b. If additional data elements contained on the Lead Poisoning Follow-up Form are stored electronically, they must be stored or readily exportable in a format compatible with RASSCLE.
 - c. Coordinate with the CLPPP's Information Technology Department, or the local department that supports CLPPP data functions, to ensure that department's participation in the installation, upgrade, and maintenance of CLPPB information technology systems, as specified in the *Surveillance and Data Management Manual*.
 - d. Consult with CLPPB for approval in the design of this local data storage system.

CLPPPs not using RASSCLE-II or RASSCLE may be asked by CLPPB during the contract period to support Objective 6-I through additional activities, as resources allow. An example of such a request is in e., below. If interested in this activity, the CLPPP should so indicate in this Work Plan and the budget, in consultation with CLPPB.
 - e. As necessary to meet Objective 6-I, make modifications to existing electronic local data storage systems. (For example, modifications to data elements to standardize existing storage systems to conform with RASSCLE.)

Objective 6-II.

Adhere to requirements for data security and confidentiality.

A. Timeline - ongoing

B. Major Activities

1. **All CLPPPs-** Adhere to data security and program confidentiality requirements as delineated in:
 - a. Health and Safety Code, Sections 124130 and 100330
 - b. Contract attachments
 - c. The CLPPB Binder of Program letters
 - d. Other relevant national and state confidentiality provisions, such as the Health Insurance Portability and Accountability Act (HIPAA).

Exhibit A, Attachment I
Work Plan

Goal 1: A Childhood Lead Poisoning Prevention Program (CLPPP) shall be successfully administered in the jurisdiction of each local health department throughout California.

Objective 1-I: Maintain (or establish) and successfully administer a local CLPPP.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Designate a CLPPP Coordinator responsible for conducting or overseeing the activities below:	7/1/08	Supervising Health Education Coordinator (SHEC)	1. Completed CLPPP Personnel justification completed with initial contract and within 30 day after any changes occur.
a. Prepare and implement a CLPPP Work Plan that identifies appropriate activities and staff for the needs of the local health jurisdiction.	Ongoing	SHEC 5%	2. Completed CLPPP Contact List with CLPPP staff contact information to be submitted to CLPPB with initial contract and within 30 days after any changes occur.
b. Coordinate all CLPPP services and activities within the local health jurisdiction.	Ongoing	SHEC 40%	3. CLPPP Coordinator serves as primary contact with the Branch.
c. Act as primary program contact with CLPPB.	Ongoing	SHEC 1%	4. CLPPP Coordinator participates in the development of the Work Plan, notifies CLPPB of any needed changes, and monitors compliance of SOW and contract.
d. Ensure adherence with and implementation of all CLPPP contract requirements, including the CLPPP work plan, and with CLPPB policies and procedures.	Ongoing	SHEC 1%	
e. Ensure CLPPP representation at CLPPB-sponsored meetings and trainings, and CLPPB working groups as requested, including but not limited to, regional and statewide program meetings, trainings for new CLPPP coordinators, time study documentation and use of the CLPPB data system, etc.	Ongoing	SHEC 1%	5. Meeting minutes documenting CLPPP Team quarterly meetings with participation by all CLPPP team members (Health Educators, Nutritionists, Public Health Nurses, Environmental Professionals, and others).
f. Ensure that all staff providing services to children under this contract have and maintain the qualifications and criteria required by CLPPB.	Ongoing	SHEC 1%	6. CLPPP Coordinator submits or has available for Branch review evidence of CLPPP contract performance, including but not limited to Progress Reports, meeting minutes, duty statements, evidence of staff qualifications (licenses,
g. Convene and conduct CLPPP Team quarterly meetings with participation by all CLPPP team members (Health Educators, Nutritionists, Public Health Nurses, Environmental Professionals, and others).	Ongoing	SHEC 2%	

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
h. Submit semi-annual CLPPP progress reports according to Branch requirements.	Ongoing	SHEC 2%	certifications, educational courses).

Goal 2: Decrease the exposure of children to lead and the incidence of increased childhood blood lead levels.

Objective 2-1: Inform families and child caregivers who are responsible for children at risk of lead exposure about how to prevent lead exposure.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Develop and implement Outreach and Education activities according to CLPPB standards, as indicated in the <i>Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposure</i> .	Ongoing	SHEC PHN I/II Public Health Nursing Div Chief (PHNDC) In-kind	1. Biannual Progress Report using CLPPB Progress Report format. 2. Copies of materials for each activity, including but not limited to: a. Attendance records b. Class outlines c. Description of media campaigns or health fairs d. Pre/post tests e. Surveys (administered via phone, fax, e-mail, or postcard) f. Interview forms g. Numbers reached (e.g., by phone, mailings) 3. Status reports, case management information, and other contract-related information as requested by CLPPB for program review.
a. All PHN/HEC field(home) visits through MCAH, CHDP, CPS and CCS will include anticipatory guidance on lead hazard awareness, exposure prevention and resource availability	Ongoing	PHN I/II 30% SHEC 1%	Quarterly chart review noting presence of anticipatory guidance documentation form and/or progress notation including same
b. All PHN/HEC field(home) visits will include a general environmental assessment to identify potential/actual lead exposure hazards	Ongoing	PHN I/II 8% SHEC 1%	Quarterly chart review noting presence of environmental assessment documentation specific to potential lead hazard

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
c. A lead exposure history/questionnaire will be administered at the time of each new PHN/HEC field visitation intake	Ongoing	PHN I/II 8% SHEC 1%	Quarterly chart review noting presence of history/questionnaire
d. Lead hazard awareness and exposure prevention education will be provided to staff of at least 8 child day care centers/providers countywide	Ongoing	PHN I/II 8% SHEC 2%	Presentation evaluation forms will be administered for each session and archived for inclusion into the midyear and annual report

Objective 2-II: Inform health care providers of their legal responsibilities with respect to counseling on how to avoid lead poisoning and of available case management services.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Provide outreach and education to health care providers.	Ongoing	SHEC PHN I/II or PHNDC (in-kind)	<ol style="list-style-type: none"> 1. Biannual Progress Reports using CLPPB Progress Report format. 2. Copies of presentation or conference materials. 3. Evaluation reporting <ol style="list-style-type: none"> a. Attendance records b. Numbers reached for mailings or surveys c. Pre/post tests, etc. 4. Status reports, case management information, and other contract-related information as requested by CLPPB for program review.
a) At least annually an informational packet specific to lead exposure/poisoning including but not limited to provider legal responsibilities, assessment, anticipatory guidance, local epidemiologic information, case management access and resource availability will be provided to all CHDP screeners, family and pediatric group practices countywide.	Maintain	SHEC 2%	Distribution log will be maintained noting the number of provider mailings and content of the packets

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
b) Provide 2-4 onsite educational presentations addressing lead hazard exposure reduction, available resources and culturally relevant information targeting FQHCs, private pediatric practices and community based clinics countywide.	Initial presentation by 10/08 then maintain	SHEC 5% or PHN I/II 5%	Attendance roster and session evaluation forms will be used and retained for statistical analysis

Objective 2-III: Increase awareness of lead hazards among those local governmental agencies and businesses that can assist in decreasing lead exposures to children.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Maintain collaborative working relationships with local enforcement agencies, and businesses.	Ongoing	SHEC	For activities 1 and 2: 1. Biannual Progress Reports using CLPPB Progress Report format. Be sure to maintain and report, for each six-month reporting period: a. Number of phone calls, referrals, and inter-agency conferences b. Number of collaborative actions 2. Status reports, case management information, and other contract-related information as requested by CLPPB for program review (such as the list of local agencies and documentation of meetings with local agencies kept on file).
2. Inform local agencies about applicable regulations and statutes, including legislative and regulatory requirements in: Health and Safety Code, Sections 17961, and 105251 to 105256; State Housing Law, Section 1720.10; Civil Code, Section 1941.1, and California Code of Regulations, Sections 35001 to 36100.	Ongoing	SHEC or PHN I/II 2%	As above
a) At least twice yearly a networking and informing meeting will be facilitated to include local code		SHEC 4%	

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>enforcement personnel, Section 8 housing representatives, County Housing Authority, IHSS, WIC and additional affiliate groups as appropriate</p>			
<p>3. Promote displays and educational activities concerning lead hazard awareness at meetings that are concerned with potential lead hazard related activities, such as local code enforcement groups, or environmental groups.</p>	Ongoing	SHEC	<p>Presentation evaluation forms will be administered for each session and archived for inclusion into the midyear and annual report</p> <p>Session sites will be recorded in relation to agency type and location</p>
<p>a) Prepare and deliver at least one educational presentation addressing lead hazard awareness to include but not limited to the following groups: Chamber of Commerce City Council Recreation District Boards Parks and Recreation</p>		SHEC 3%	<p>Outcome evaluation questionnaire will be administered pre/post presentation considering baseline knowledge and new learning.</p>
<p>4. Promote displays and educational activities concerning lead hazard awareness in businesses that are concerned with potential lead hazard related activities, such as hardware and home improvement stores.</p>	Ongoing	SHEC	<p>Display and distribution logs will be maintained including the tracking of cold call informing activities</p>
<p>a) Twice yearly deliver through mailings or drop off informational and resource packets to local businesses where lead exposure potential exists</p>		SHEC 2%	<p>Documentation of anecdotal accounts of consumer viewing and educational material distributed as appropriate will be maintained</p>

Exhibit A, Attachment I
Work Plan

Objective 2-IV: Inform CLPPB of any newly suspected sources of childhood lead exposure, such as specific home remedies and brands of imported foods, so that CLPPB can follow up with State and federal agencies. (Once CLPPB confirms that the source is lead-contaminated, CLPPB will advise all the CLPPPs and provide information to help them address the problem locally, as appropriate. CLPPB will also work with State and federal authorities to eliminate the source.)

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. The CLPPP shall be alert to potential new sources of childhood lead exposure and report any such sources to CLPPB as soon as possible.	Ongoing/Episodic	SHEC 1%	<ol style="list-style-type: none"> 1. Reports of sources by telephone, fax, mail, e-mail or in person to CLPPB. 2. The CLPPP is encouraged to develop evaluation strategies, as resources allow.

Objective 2-V: Identify and maintain contact with liaisons in other health programs in the CLPPP's jurisdiction to facilitate information-sharing and potential development of joint outreach and education programs. Other health programs include, in particular, Child Health and Disability Prevention (CHDP), Maternal and Child Health (MCH), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Medi-Cal, Head Start, and appropriate managed care plans serving low-income children, including those in Healthy Families and Medi-Cal Managed Care.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Develop and maintain contact file, including the name of liaisons, for all government-assisted health programs in the CLPPP jurisdiction, to include CHDP, MCH, WIC, Head Start, and Medi-Cal (including Medi-Cal Managed Care Plans).	Ongoing	SHEC 1%	<ol style="list-style-type: none"> 1. Biannual Progress Reports using CLPPB Progress Report format. 2. Contact file with name of liaisons for all government assisted health programs in the CLPPP jurisdiction, to include CHDP, MCH, WIC, Head Start, and Medi-Care (including Medi-Cal Managed Care Plans). 3. Status reports, case management information, and other contract-related information as requested by CLPPB for program review (such as the list of liaisons kept on file).
2. Collaborate with the liaisons in developing strategies for and implementing the CLPPP outreach and education	Ongoing	SHEC 1%	<ol style="list-style-type: none"> 1. As above 2. The CLPPP is encouraged to develop evaluation

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>activities and in disseminating information on available government-assisted health care programs.</p> <p>a. CLPPP will be represented twice yearly (minimum) for the purpose of promoting required lead poisoning anticipatory guidance and screening including but not limited in attendance to:</p> <ul style="list-style-type: none"> Child Abuse Prevention Council Child Development Health Advisory Committee First Five Community Strengthening Group School Nurses Meeting South Lake Tahoe Community Collaborative Divide Ready by 21 Steering Committee Children's Health Insurance Initiative Biannual CMS Plan QA Meeting 		<p>or PHNDC</p> <p>SHEC 2% PHN I/II 2% or PHNDC (in-kind)</p>	<p>strategies for collaborative efforts, as resources allow. (See objective 2-I for discussion of process and outcome evaluation measures.)</p> <p>Participant count will be maintained for each promotion activity including the listing and date of occurrence for each affiliated agency</p>
<p>b. CLPPP will develop one or more traveling poster displays addressing lead hazard awareness for exhibition at but not limited to:</p> <ul style="list-style-type: none"> Grammar Schools Countywide County Library sites Ready by Five Reading Program sites County BOS public display area Municipal pool sites Municipal skating rink 		<p>SHEC 5% PHN I/II 5%</p>	<p>CLPPP will maintain one or more traveling poster displays for public exhibition at appropriate public venues. A log of demonstration sites noting the type of agency, length of exhibit and anecdotal information concerning number of viewings</p>
<p>2. All programs must indicate at least one activity they will perform. Outreach activities conducted with other health programs to achieve this objective may coincide with those specified in Objectives 2-I and 2-II.</p>		<p>SHEC</p>	<p>Contact/activity log will be maintained with data available</p>

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>a) Conduct liaison activities with additional groups in the jurisdiction that conduct health-related outreach and education and/or improve access to health care including but not limited to:</p> <ul style="list-style-type: none"> CBOs that conduct developmental screenings CBOs that provide in-home pediatric care CBOs that provide pediatric advocacy CBOs that provide parenting education CBOs that provide developmental therapy CBOs that provide nutrition services 		<p>SHEC 2% or PHNDC (in-kind)</p>	<p>for mid-year and annual report inclusion</p>

Goal 3: Improve the detection of lead-exposed children by assuring that all at-risk children receive blood lead screening tests at appropriate ages.

Objective 3-I: Develop and implement strategies to increase the proportion of at-risk children who are blood lead tested, using as a baseline 2006 data on the number of children tested in the jurisdiction as reported to CLPPB, or other appropriate data source chosen in consultation with CLPPB.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>1. Provide outreach and education to families of high-risk children and to child caregivers for such families, regarding screening for lead poisoning.</p> <p>a) Consistent with activities outlined in Goal 2 Objective 2-1 positive exposure history/questionnaires will trigger a referral for capillary lead level screening or venous sampling as appropriate.</p> <p>b) Assess the potential for setting up (with prior CLPPB approval) screening sites that are alternatives to existing clinical sites in</p>	<p>Ongoing</p>	<p>PHN I/II 20%</p> <p>SHEC 2% PHN I/II 2%</p>	<p>1. Biannual Progress Reports using CLPPB Progress Report Format.</p> <p>2. Status reports, case management information, and other contract-related information as requested by CLPPB for program review (such as copies of outreach materials and event schedules kept on file).</p>

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>cooperation with the Public Health Lab for the purpose of improving access and removal of barriers to finger stick screening capacity.</p> <p>c) Conduct a community assessment targeting identification of high-risk ethnic/economic communities or neighborhoods for the purpose of enhanced screening and/or exposure reduction</p> <p>2. Inform health care providers of their legal responsibilities with respect to screening and testing for lead poisoning and of available case management services.</p> <p>a) See activities outlined for Goal 2 Objective 2-II</p> <p>3. In the event that the CLPPP receives a referral from CLPPB regarding a family at risk from take-home exposure, the CLPPP will contact the family to advise of the need for screening.</p>		<p>SHEC 1%</p> <p>SHEC 4%</p> <p>PHN I/II 1%</p>	<p>A continuous activity throughout the term of the contract progress will be noted in the mid-year and annual reports as appropriate</p> <p>Attendance roster and session evaluation forms will be used and retained for statistical analysis</p> <p>Status reports, case management information and other case relevant information will be evident on quarterly record reviews</p>

Goal 4: Management of lead-poisoned children shall meet standards of care.

Objective 4-I: Assure timely and appropriate case management of lead-exposed children in accordance with CLPPB standards.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>1. Assure that, when the CLPPP is notified of a lead-exposed child, the Public Health Nurse (PHN) shall coordinate the case in compliance with:</p> <p>a. California Health and Safety Code Section 105275 et seq. (appropriate case management);</p> <p>b. Title 17 Section 35001, <i>et seq.</i> (Lead-Related Construction, Accreditation, Certification, and</p>	<p>Maintain</p>	<p>SHEC 1%</p> <p>PHN I/II 1%</p>	<p>For all of the activities under this objective:</p> <p>1. Biannual Progress Reports using CLPPB Progress Report format.</p> <p>2. Status reports, case management information, and other contract-related information as requested by CLPPB for program review.</p> <p>3. CLPPB Lead Poisoning Follow-Up Forms.</p>

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>Work Practice Standards);</p> <p>c. The CLPPB Binder of Program Letters.</p> <p>d. When notified about a child with an elevated blood lead level, through the local provider network, that does not meet state blood lead criteria for required public health nursing case management the CLPPP PHN will conduct a field visit assessment on venous lead levels of 5-10 ug/dL within 8 weeks of the referral for the purpose of appropriate follow-up, education, medical home service coordination and prevention of further rise in blood lead levels.</p>		<p>PHN I/II 1%</p>	
<p>2. Assure that, when the CLPPP is notified of a lead-exposed child whose blood lead levels meet "case" definition, all appropriate PHN and Environmental Professional (EP) case management activities, including maintenance of accurate and complete surveillance and case management documentation and provision of education and informational materials, are conducted in accordance with:</p> <p>a. <i>The CLPPB Public Health Nursing Manual (PHN Manual), September 2002</i> and updates;</p> <p>b. Title 17 Section 35001, <i>et.seq.</i> (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards)</p> <p>c. Childhood Lead Poisoning Prevention Branch, <i>Guidance Manual for Environmental Professionals, December 2005</i>, and updates;</p> <p>d. Lead Poisoning Follow-Up Form</p> <p>e. Lead Test Kit Fact Sheet 3/01 (use of Lead Check Swabs by CLPPP staff);</p>	<p>Maintain</p>	<p>SHEC 1% PHN I/II 1%</p>	<p>As above</p>

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>f. The <i>CLPPB Surveillance and Data Management Manual</i>.</p>			
<p>3. Assure that, when notified of a lead-exposed child whose blood lead levels meet "case" definition, or of a child with an elevated blood lead level, requiring follow-up to confirm the child's "case" status, the primary care provider following the child is contacted about the lead level, knows of the services being provided by the CLPPP, is informed of resources for medical follow-up and treatment as indicated, and recommends an environmental investigation, as appropriate.</p>	Maintain	PHN I/II 1%	As above
<p>4. Assure that CLPPB is notified if a child is found to have been designated as a "case" in error or on follow-up, does not achieve "case" status.</p>	Maintain	SHEC 1%	As above
<p>5. Assure that if the child receives services through a government-assisted health care program (Medi-Cal, CHDP, Healthy Families or local plan), that program is notified of the elevated blood lead level as soon as possible on a case-by-case basis.</p>	Maintain	PHN I/II 1%	As above
<p>6. Assure that if the child is eligible for, but does not receive services through, a government-assisted health care or nutrition program (Medi-Cal, CHDP, Healthy Families or local plan, and WIC), the family is advised of the availability of such services.</p>	Maintain	PHN I/II 1%	As above
<p>7. Assure that if take-home lead exposure is suspected as the source of the child's elevated blood lead level, the PHN will contact the California Occupational Lead Poisoning Prevention Program, as per the <i>PHN Manual</i>.</p>	Maintain	PHN I/II 1%	As above
<p>8. Submit Follow-Up Forms to CLPPB in a timely fashion, as specified in the <i>PHN Manual</i> and the CLPPB Binder of Program Letters.</p>	Maintain	PHN I/II 1%	As above

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
9. Submit a semi-annual list of open and closed lead poisoning cases for state and county comparison and tracking, if requested by the state.	Maintain	SHEC .05%	
10. Assure that when a lead-poisoned child moves out of the jurisdiction, case management is coordinated with other CLPPPs, as described in the <i>PHN Manual</i> .	Maintain	PHN I/II 1%	As above
11. Partner with non-governmental organizations (such as community groups) to enhance education on lead and prevent further lead exposure, particularly in children whose blood lead levels do not reach case definition.	Maintain	SHEC .05%	As Above
a. Integrate activity with those tasks outlined in Goal 2 Objective 2V Activities 1 (a), (b), 2 (a).			
b. Initiate education campaign for private sector day care providers			

Goal 5: Lead hazards that are identified shall be eliminated.

Objective 5-1: Use progressive notification and action to achieve elimination of lead hazards identified during environmental investigations.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. When lead hazards are identified during an environmental investigation for a lead-exposed child whose blood lead level meets "case" definition, the EP shall use progressive notification as needed to ensure that sources of exposure are reduced or eliminated and that the address has achieved clearance. Lead hazards to be eliminated and procedures to be followed are as described in:	Ongoing	Environmental investigations to be provided by Branch until such time that local environmental professionals are appropriately trained.	<ol style="list-style-type: none"> 1. A copy of relevant page CLPPB Lead Poisoning Follow-up Form for those addresses achieving clearance, attached to the appropriate Progress Report. 2. Biannual Progress Reports using CLPPB Progress Report format.

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>a. The CLPPB <i>Public Health Nursing Manual (PHN Manual)</i>, September 2002, and updates;</p> <p>b. Title 17, Section 35001 <i>et seq.</i> (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards)</p> <p>c. Childhood Lead Poisoning Prevention Branch, <i>Guidance Manual for Environmental Professionals</i>, December 2005, and updates.</p>			
<p>2. Submit a semi-annual list of environmental investigations completed and clearances achieved, with the semi-annual CLPPP progress report.</p>	As Appropriate	SHEC 1%	As above
<p>3. When a property owner fails to comply with lead hazard reduction or elimination, the EP will contact local enforcement agencies and take other steps to secure enforcement.</p>	As Appropriate	Liaisons: (non-funded) Supervising Environmental Health Specialist and Supervising Hazardous Materials Specialist	<p>1. As above</p> <p>2. A summary of steps taken attached to the Biannual Progress Report, with documentation available on CLPPB request.</p>

SUPPLEMENTAL FUNDING---Objectives 5-II and 5-III will not be carried out. Supplemental Funding will not be requested at this time.

Objective 5-II.

Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Objective 5-III.

Increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies and other groups, to see that lead hazards are properly identified and eliminated.

Exhibit A, Attachment I
Work Plan

Goal 6: Program data will be maintained according to CLPPB security and confidentiality standards and a data system will be in place that will enable the collection, analysis, and dissemination of information on childhood lead exposure that can be used effectively for surveillance, identification of lead-exposed children, management of cases, epidemiology, evaluation, and program planning.

Objective 6-1: Laboratory, case management, and environmental data will be maintained in an electronic database that will allow access to timely and accurate information on individual cases, exposure sources, administrative status, summary statistics, and quality of care indicators.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>1. The new CLPPB web-based data system, RASSCLE II (Response and Surveillance System for Childhood Lead Exposure II), stores extensive statewide blood lead level and case management follow-up data. When feasible, and per CLPPB roll-out schedule to Local Health Jurisdictions, Local Health Jurisdictions should utilize RASSCLE II. Jurisdictions using RASSCLE II shall:</p>	To be determined	To be determined	N/A
<p>a. Enter into the new web-based RASSCLE II system, if data is not already in the system, and manage all data regarding lead poisoning cases and screening tests.</p>	N/A		N/A
<p>b. Attend RASSCLE II Regional Trainings. When possible, attendance will comprise a broad spectrum of user types, including PHNs, data entry personnel, EPs, epidemiologists, and nutritionists</p>	N/A		N/A
<p>c. Coordinate with the CLPPP's Information Technology department or the local department that supports CLPPP data functions, to ensure the department's maintenance of CLPPB technical</p>	N/A		N/A

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
infrastructure recommendations, as specified in the CLPPB <i>Surveillance and Data Management Manual</i>			
d. Prior to conversion to the new web-based RASSCLE II system, participate in training on the new system and validation of data migration from the prior system to the new system.	N/A		N/A
e. At the direction of CLPPB, the CLPPP may upgrade its equipment to remain in compliance with CLPPB technical infrastructure recommendations, as specified in the <i>Surveillance and Data Management Manual</i> .	N/A		N/A
2. If the Local Health Jurisdiction has not yet been transitioned over to the new, web-based RASSCLE II system, it is recommended that the Local Health Jurisdiction utilize the legacy data system, RASSCLE. Jurisdictions using RASSCLE shall maintain it as follows:	N/A		N/A
a. Electronically store and manage all data regarding lead poisoning cases and screening tests.	N/A		N/A
b. At the direction of CLPPB, have or obtain the capability for accomplishing the electronic transfer of data from CLPPB.	N/A		N/A
c. At the direction of CLPPB, have or obtain the capability for accomplishing the electronic transfer of data to CLPPB.	N/A		N/A
d. Attend RASSCLE Regional Trainings. When possible, attendance will comprise a broad spectrum of user types, including PHNs, data entry personnel, EPs, epidemiologists, and nutritionists.	N/A		N/A

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>e. Coordinate with the CLPPP's Information Technology department or the local department that supports CLPPP data functions, to ensure the department's participation in the installation, upgrade, and maintenance of CLPPB information technology systems, as specified in the CLPPB <i>Surveillance and Data Management Manual</i>.</p>	N/A		N/A
<p>f. Prior to the implementation or substantial upgrade of electronic surveillance, case, and environmental managements systems; participate in the testing of such systems. Testing may involve participating in new, CLPPB -supported technical applications, and providing feedback on such applications.</p>	N/A		N/A
<p>g. At the direction of CLPPB, the CLPPP may upgrade its equipment to remain in compliance with CLPPB technical infrastructure recommendations as specified in the <i>Surveillance and Data Management Manual</i>.</p>	N/A		N/A
<p>3. RASSCLE/RASSCLE II not in use</p>			
<p>a. Store data using Minimum Data Fields referenced in <i>CLPPB Surveillance and Data Management Manual</i> through the PH Department Insight system or ACCESS data base</p>	Maintain	SHEC 1%	Reports as specified in <i>CLPPB Surveillance and Data Management Manual</i> .
<p>b. If additional data elements contained on the Lead Poisoning Follow-up Form are stored electronically, they must be stored or readily exportable in a format compatible with RASSCLE.</p>	Pending	SHEC 1%	Completion or editing of database project charter as specified in <i>CLPPB Surveillance and Data Management Manual</i> .
<p>c. Coordinate with the CLPPP's Information Technology department, or the local</p>	When directed by CLPPB	SHEC 1%	

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>department that supports CLPPP data functions to ensure the department's participation in the installation, upgrade, and maintenance of CLPPB information technology systems, as specified in CLPPB <i>Surveillance and Data Management Manual</i>.</p>			

Objective 6-II: Adhere to requirements for data security and confidentiality.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>1. Adhere to data security and program confidentiality requirements as delineated in:</p> <ul style="list-style-type: none"> a. Health and Safety Code, Sections 124130 and 100330 b. Contract attachments c. The CLPPB Binder of Program letters d. Other relevant national and state confidentiality provisions, such as the Health Insurance Portability and Accountability Act (HIPAA). 	Ongoing	SHEC 1%	Evident on administrative review through CQI

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than quarterly in arrears to:

Karla McLemore
California Department of Public Health
Childhood Lead Poisoning Prevention Branch
850 Marina Bay Parkway,
Bldg. P, 3rd Floor
Richmond, CA. 94804-6403

- C. Invoices shall:
 - 1) Be prepared and submitted in the format determined by the Branch. Upon Signed approval of this agreement, the Branch will provide instructions to the Program Coordinator, which will include an invoice format for each budget year
 - 2) Be signed by the Program Coordinator and an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the services performed under this contract.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- D. The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
- 1) \$20,000 for the budget period of 07/01/08 through 06/30/09.
 - 2) \$20,000 for the budget period of 07/01/09 through 06/30/10.
 - 3) \$20,000 for the budget period of 07/01/10 through 06/30/11.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

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

Exhibit B
Budget Detail and Payment Provisions

7. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".
- E. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 8 in this exhibit entitled, "Recovery of Overpayments" for more information.

8. Recovery of Overpayments

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

Exhibit B
Budget Detail and Payment Provisions

- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

9. Additional Budget Details

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference.
- 1) "Budget Detail Sheet" as submitted by the Contractor in the Request for Funding Application and approved by the CLPPB.
 - 2) "Personnel Supplemental to the Budget Detail" as submitted by the Contractor in the Request for Funding Application and approved by the CLPPB.

Exhibit B, Attachment I
Budget
(Year 1)
7/1/08 Through 6/30/09

	Medi-Cal Lead Program				Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities		
			Non-Enhanced	Enhanced	
Personnel	\$ 9,276	\$ -	\$ -	\$ -	\$ 9,276
Fringe Benefits (37.00% of Personnel)	3,432	-	-	-	3,432
Indirect Costs	1,270	-	-	-	1,270
Indirect Costs associated with Enhanced (10.00% of Personnel & Fringe)	-	-	-	-	-
Operating Expenses	2,921	-	-	-	2,921
Equipment	2,600	-	-	-	2,600
Travel	501	-	-	-	501
Subcontracts	-	-	-	-	-
Other Costs	-	-	-	-	-
	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000

Exhibit B, Attachment II
Budget
(Year 2)
7/1/09 Through 6/30/10

	Medi-Cal Lead Program				Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities		
			Non-Enhanced	Enhanced	
Personnel	\$ 9,740	-	\$ -	\$ -	\$ 9,740
Fringe Benefits (37.00% of Personnel)	3,603	-	-	-	\$ 3,603
Indirect Costs	1,333	-	-	-	\$ 1,333
Indirect Costs associated with Enhanced (10.00% of Personnel & Fringe)	-	-	-	-	\$ -
Operating Expenses	4,522	-	-	-	\$ 4,522
Equipment	-	-	-	-	\$ -
Travel	802	-	-	-	\$ 802
Subcontracts	-	-	-	-	\$ -
Other Costs	-	-	-	-	\$ -
	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000

Exhibit B, Attachment III

Budget

(Year 3)

07/01/10 Through 06/30/11

	Medi-Cal Lead Program				Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities		
			Non-Enhanced	Enhanced	
Personnel	\$ 10,227	\$ -	\$ -	\$ -	\$ 10,227
Fringe Benefits (37.00% of Personnel)	3,783	-	-	-	3,783
Indirect Costs	1,401	-	-	-	1,401
Indirect Costs associated with Enhanced (10.00% of Personnel & Fringe)	-	-	-	-	-
Operating Expenses	4,088	-	-	-	4,088
Equipment	-	-	-	-	-
Travel	501	-	-	-	501
Subcontracts	-	-	-	-	-
Other Costs	-	-	-	-	-
	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

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

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

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

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

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

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

a. Equipment definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
 - c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

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

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

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor

invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

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

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
 - c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
 - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

- (a) A local governmental entity or the federal government,
- (b) A State college or university from any State,
- (c) A Joint Powers Authority,
- (d) An auxiliary organization of a California State University or a California community college,
- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Entities of any type that will provide subvention aid or direct services to the public,
- (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

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 CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. 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, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

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

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

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing

those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such

person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

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

f. Warranties

- (1) Contractor represents and warrants that:
 - (a) It is free to enter into and fully perform this Agreement.
 - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

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

CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

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

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

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

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

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

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations,

and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.

- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH 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 of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

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

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

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

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

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

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

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

31. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

_____	_____
Name of Contractor	Printed Name of Person Signing for Contractor
_____	_____
Contract / Grant Number	Signature of Person Signing for Contractor
_____	_____
Date	Title

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

California Department of Public Health

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

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

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

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

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

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

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

1) Exhibit H	Contractor Equipment Purchased with CDPH Funds	2 page(s)
2) Exhibit I	Inventory/Disposition of CDPH-Funded Equipment	2 page(s)
3) Exhibit J	Glossary of CLPPB Related Acronyms and Terms	4 page(s)

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

- 1) CLPPB Program Letters
- 2) Lead Poisoning Follow-up Form
- 3) CLPPB Progress Report
- 4) CLPPB Surveillance and Data Management Manual
- 5) CLPPB Public Health Nursing (PHN) Manual and Updates
- 6) Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998 and Updates
- 7) Minimum Environmental Investigation Sampling Strategies (3/01 and Updates)
- 8) Lead Test Kit Fact Sheet 3/01

2. Cancellation / Termination

A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from CDPH, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

3. Freeze Exemptions

(Applicable only to local government agencies.)

A. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.

B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.

Exhibit E
Additional Provisions

- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 08-85054 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ **and dated** _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): El Dorado County

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information (Mileage Increase Effective 1/1/08.)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the California Department of Public Health (CDPH) upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of Public Health (CDPH) or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

- If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **50.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Employees may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

Exhibit H

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: 08-85054 Date Current Contract Expires: _____

Previous Contract Number (if applicable): 05-45133 CDPH Program Name: _____

Contractor's Name: El Dorado County CDPH Program Contract Manager: _____

Contractor's Complete Address: _____ CDPH Program Address: _____

Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/CDPH PROPERTY TAG (if motor vehicle, list license number.)	QUANTITY	ITEM 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.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM USE ONLY
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INSTRUCTIONS FOR CDPH 1203 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

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

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

A. Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.

B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.

7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

Exhibit I

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 08-85054
 Previous Contract Number (if applicable): 05-45133
 Contractor's Name: El Dorado County
 Contractor's Complete Address: _____
 Date Current Contract Expires: _____
 CDPH Program Name: _____
 CDPH Program Contract Manager: _____
 CDPH Program Address: _____
 CDPH Program Contract Manager's Telephone Number: _____
 Contractor's Contact Person: _____
 Date of this Report: _____
 Contractor's Telephone Number: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (if motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION	UNIT COST PER ITEM (Before Tax)	GDHP ASSET MGMT. USE ONLY (GDHP Document (DISPOSAL) Number)	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL—PROGRAM USE ONLY
		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.	\$				
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INSTRUCTIONS FOR CDPH 1204 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

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

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s,** "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.4.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property:

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

Appropriate case management - Health care referrals, environmental assessments, and educational activities performed by the appropriate person, professional, or entity, necessary to reduce a child's exposure to lead and the consequences of the exposure, as determined by the United States Centers for Disease Control, or as determined by the department pursuant to Health and Safety Code Section 105300.

ATSDR – Agency for Toxic Substances and Disease Registry

Case closure - Case management is concluded and a case is closed because:

- 1) Two blood levels indicate less than 10ug/dL or,
- 2) One of the following has occurred
 - a. The lead-poisoned child moved without a forwarding address
 - b. The lead-poisoned child's family refused follow-up
 - c. The lead-poisoned child was referred to another health jurisdiction
 - d. The Contractor received no response from the health care provider
 - e. Other

BLL – Blood Lead Level

BPb – Blood Lead

Branch- The Branch – A term used in place of CLPPB or Childhood Lead Poisoning Prevention “Branch”.

Case definition - Two blood lead level test results, taken at least 30 days apart, that are equal to or greater than 15 ug/dL or one blood lead level test result equal to or greater than 20ug/dL in a child from 0 to 21 years of age.

CBLS – Childhood Blood Lead Surveillance

CBO – Community Based Organization

CCS – California Children Services

CDC – Centers for Disease Control and Prevention

CDBGP - Community Development Block Grant Program

CHDP – Child Health and Disability Prevention Program

CDPH - California Department of Public Health (formerly DHS)

CLIA – Clinical Lab Improvement Act

CLPPB - Childhood Lead Poisoning Prevention Branch

CLPPB Program Letter – A document that has been dated, numbered, and issued by the CLPPB that establishes policy and clarifies regulatory or contractual requirements.

CLPPP - Childhood Lead Poisoning Prevention Program (the program within a local jurisdiction)

CLPPP Team Quarterly Meetings – On site quarterly meetings of the CLPPP Coordinator, PHN, REHS, Health Educator and Registered Dietician.

CMSS - Care Management Surveillance Section

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

CMU - Contract Management Unit

Contractor – The local Childhood Lead Poisoning Prevention Program (CLPPP) that has contracted with the Childhood Lead Poisoning Prevention Branch (CLPPB).

DEODC - Division of Environmental Occupational and Disease Control Division

DHCS - Department of Health Care Services (formerly DHS)

DHHS – Department of Health and Human Services

DHS - Department of Health Services (See CDPH)

EBL – Elevated blood lead level

EHIB – Environmental Health Investigation Branch

Environmental Investigation – An exposure assessment of the home, primary residence, or other location of a child with an elevated blood lead level that meets case definition, conducted by an REHS, to identify the sources of exposure to lead in the child’s environment, and to recommend measures both during and after the investigation to reduce or eliminate exposures identified (CLPPB Program Letter 98-14).

EPA – Environmental Protection Agency

EPSDT – Early and Periodic Screening Diagnosis and Treatment (CHDP in California).

EPSDT-SS – Those additional medically necessary services available to full scope Medi-Cal beneficiaries under the age of 21 years. The services must be medically necessary to correct or ameliorate a defect, physical or mental illness, or a condition. These services are accessed through screening, referral or routine visits. (Title 22 California Code of Regulation Sections 51242, 51340.1, and 51532.2).

Hct / Hgb – Hematocrit / Hemoglobin

HCFA – Health Care Financing Services Administration

HHS – Health and Human Services (Department of Health Services).

HIPAA – Health Insurance Portability and Accountability Act

HISS – Health Information Services Section (of CLPPB).

HRSA – Health Resources & Services Administration

HUD - Housing & Urban Development

HWDC – Health and Welfare Data Center

IEHS – Industrial Environmental Health Specialist

Lead Inspector/Assessor – An individual who has received a certificate from the Department of Health Services as a “certified lead inspector/assessor” in accordance with Section 35001 *et seq.*, of Title 17 of the California Code of Regulations.

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

Lead Poisoned Child – A child with a venous blood lead level of 10 ug/dL or greater.

Lead Poisoning Follow-Up Form – The form used to document essential demographic, medical, social and environmental information about the lead poisoned child, the child's family, and environment. (CLPPB Program Letter 98-02).

LHRS – Lead Hazard Reduction Section (of CLPPB)

LIHEAP - Low Income Home Energy Assistance Program

MCH – Maternal and Child Health

MCLP – Medi-Cal Lead Program.

Medi-Cal Administrative Activities – These activities are necessary for the proper and efficient administration of activities in support of environmental investigations provided by Registered Environmental Health Specialist (REHS) as an EPSDT-SS, and Medical Nutrition Assessment and Therapy provided by Registered Dietitians (RD) as an EPSDT-SS (CLPPB Program Letter 96-1).

Medi-Cal Lead Program (MCLP) – The Medi-Cal Lead Program in the State Department of Health Services which coordinates Medi-Cal funding for lead related services and activities provided to children who are Medi-Cal beneficiaries and who meet the case definition of lead poisoning (CLPPB Program Letters 96-1, 97-11 and 98-01).

The budgetary components of the MCLP are:

- 1) PHN lead poisoning case management services.
- 2) Medi-Cal Administrative Activities
 - a. Non-Enhanced
 - b. Enhanced

MOU - Memoranda of Understanding

NHANES – National Health and Nutrition Exam Survey

O & E- Outreach and Education

OEHHA – Office of Environmental Health Hazard Assessment

OHB - Occupational Health Branch

OLHC - Office of Lead Hazard Control

OLPPP – Occupational Lead Poisoning Prevention Program

OSHA – Occupational Health and Safety Act (also see Cal-OSHA)

OSS – Operational Support Section (administrative services of contracts, budgets and invoice processing within CLPPB).

PDSS - Program Development and Support Section (of CLPPB).

PERS – Program Evaluation and Research Section (of CLPPB).

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

- PHN – Public Health Nurse**, a person licensed and certified in accordance with California Business and Professions Code Sections 2725 *et seq.*, and 2816 *et seq.*
- PR - Progress Report** - A bi-annual report required of the CLPPPs, submitted to the CLPPB, to be used in the evaluation of all aspects of progress at the local program level.
- PRRF** - Progress Report Response Form
- RA** – Research Assistant
- RASSCLE** – Response and Surveillance System for Childhood Lead Exposures
- RD** – Registered Dietician
- Regional Meetings** – Routine meetings of CLPPPs within a given geographical area of the state of California and the CLPPB for the purpose of program development.
- REHS** - Registered Environmental Health Specialist, a professional person, educated and trained as an environmental specialist and who is registered in accordance with Health and Safety Code Division 104, Chapter 4, Article 1, Section 106615 *et seq.*
- RFA - Request for Application** – document and reference to the process by which the local CLPPP will apply for a contract with the CLPPB.
- RPM** – CLPPB Regional Program Manager
- SC** – CLPPB Section Chief
- SLAB** – State Lead Advisory Board
- SOW** - Scope of Work
- TEC** - travel expense claim (form)
- USDA** – U. S. Department of Agriculture
- WIC** – Women, Infants and Children. A special supplemental nutrition and education program for low-income pregnant women, women who are breast feeding, and young children within the state of California.
- WNL** – Within normal limits
- ug** – Microgram, which is one millionth of a gram
- ug/dL** – micrograms per deciliter-used to indicate the amount of lead in blood.
- XRF Instrument** - X-ray fluorescence instrument. A portable radiation instrument that provides on-site quantitative readings of lead in paint, dust, and soil.

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

Appropriate case management - Health care referrals, environmental assessments, and educational activities performed by the appropriate person, professional, or entity, necessary to reduce a child's exposure to lead and the consequences of the exposure, as determined by the United States Centers for Disease Control, or as determined by the department pursuant to Health and Safety Code Section 105300.

ATSDR – Agency for Toxic Substances and Disease Registry

Case closure - Case management is concluded and a case is closed because:

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- 2) One of the following has occurred
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 - b. The lead-poisoned child's family refused follow-up
 - c. The lead-poisoned child was referred to another health jurisdiction
 - d. The Contractor received no response from the health care provider
 - e. Other

BLL – Blood Lead Level

BPb – Blood Lead

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Exhibit J
Glossary of CLPPB Related Acronyms and Terms

CMU - Contract Management Unit

Contractor – The local Childhood Lead Poisoning Prevention Program (CLPPP) that has contracted with the Childhood Lead Poisoning Prevention Branch (CLPPB).

DEODC - Division of Environmental Occupational and Disease Control Division

DHCS - Department of Health Care Services (formerly DHS)

DHHS – Department of Health and Human Services

DHS - Department of Health Services (See CDPH)

EBL – Elevated blood lead level

EHIB – Environmental Health Investigation Branch

Environmental Investigation – An exposure assessment of the home, primary residence, or other location of a child with an elevated blood lead level that meets case definition, conducted by an REHS, to identify the sources of exposure to lead in the child’s environment, and to recommend measures both during and after the investigation to reduce or eliminate exposures identified (CLPPB Program Letter 98-14).

EPA – Environmental Protection Agency

EPSDT – Early and Periodic Screening Diagnosis and Treatment (CHDP in California).

EPSDT-SS – Those additional medically necessary services available to full scope Medi-Cal beneficiaries under the age of 21 years. The services must be medically necessary to correct or ameliorate a defect, physical or mental illness, or a condition. These services are accessed through screening, referral or routine visits. (Title 22 California Code of Regulation Sections 51242, 51340.1, and 51532.2).

Hct / Hgb – Hematocrit / Hemoglobin

HCFA – Health Care Financing Services Administration

HHS – Health and Human Services (Department of Health Services).

HIPAA – Health Insurance Portability and Accountability Act

HISS – Health Information Services Section (of CLPPB).

HRSA – Health Resources & Services Administration

HUD - Housing & Urban Development

HWDC – Health and Welfare Data Center

IEHS – Industrial Environmental Health Specialist

Lead Inspector/Assessor – An individual who has received a certificate from the Department of Health Services as a “certified lead inspector/assessor” in accordance with Section 35001 *et seq.*, of Title 17 of the California Code of Regulations.

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

Lead Poisoned Child – A child with a venous blood lead level of 10 ug/dL or greater.

Lead Poisoning Follow-Up Form – The form used to document essential demographic, medical, social and environmental information about the lead poisoned child, the child's family, and environment. (CLPPB Program Letter 98-02).

LHRS – Lead Hazard Reduction Section (of CLPPB)

LIHEAP - Low Income Home Energy Assistance Program

MCH – Maternal and Child Health

MCLP – Medi-Cal Lead Program.

Medi-Cal Administrative Activities – These activities are necessary for the proper and efficient administration of activities in support of environmental investigations provided by Registered Environmental Health Specialist (REHS) as an EPSDT-SS, and Medical Nutrition Assessment and Therapy provided by Registered Dieticians (RD) as an EPSDT-SS (CLPPB Program Letter 96-1).

Medi-Cal Lead Program (MCLP) – The Medi-Cal Lead Program in the State Department of Health Services which coordinates Medi-Cal funding for lead related services and activities provided to children who are Medi-Cal beneficiaries and who meet the case definition of lead poisoning (CLPPB Program Letters 96-1, 97-11 and 98-01).

The budgetary components of the MCLP are:

- 1) PHN lead poisoning case management services.
- 2) Medi-Cal Administrative Activities
 - a. Non-Enhanced
 - b. Enhanced

MOU - Memoranda of Understanding

NHANES – National Health and Nutrition Exam Survey

O & E- Outreach and Education

OEHHA – Office of Environmental Health Hazard Assessment

OHB - Occupational Health Branch

OLHC - Office of Lead Hazard Control

OLPPP – Occupational Lead Poisoning Prevention Program

OSHA – Occupational Health and Safety Act (also see Cal-OSHA)

OSS – Operational Support Section (administrative services of contracts, budgets and invoice processing within CLPPB).

PDSS - Program Development and Support Section (of CLPPB).

PERS – Program Evaluation and Research Section (of CLPPB).

Exhibit J
Glossary of CLPPB Related Acronyms and Terms

PHN – Public Health Nurse, a person licensed and certified in accordance with California Business and Professions Code Sections 2725 *et seq.*, and 2816 *et seq.*

PR - Progress Report - A bi-annual report required of the CLPPPs, submitted to the CLPPB, to be used in the evaluation of all aspects of progress at the local program level.

PRRF - Progress Report Response Form

RA – Research Assistant

RASSCLE – Response and Surveillance System for Childhood Lead Exposures

RD – Registered Dietician

Regional Meetings – Routine meetings of CLPPPs within a given geographical area of the state of California and the CLPPB for the purpose of program development.

REHS - Registered Environmental Health Specialist, a professional person, educated and trained as an environmental specialist and who is registered in accordance with Health and Safety Code Division 104, Chapter 4, Article 1, Section 106615 *et seq.*

RFA - Request for Application – document and reference to the process by which the local CLPPP will apply for a contract with the CLPPB.

RPM – CLPPB Regional Program Manager

SC – CLPPB Section Chief

SLAB – State Lead Advisory Board

SOW - Scope of Work

TEC - travel expense claim (form)

USDA – U. S. Department of Agriculture

WIC – Women, Infants and Children. A special supplemental nutrition and education program for low-income pregnant women, women who are breast feeding, and young children within the state of California.

WNL – Within normal limits

ug – Microgram, which is one millionth of a gram

ug/dL – micrograms per deciliter-used to indicate the amount of lead in blood.

XRF Instrument - X-ray fluorescence instrument. A portable radiation instrument that provides on-site quantitative readings of lead in paint, dust, and soil.