

29393

REGISTRATION NUMBER

42160100598706

AGREEMENT NUMBER

05-45143

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

STATE AGENCY'S NAME

(Also referred to as CDHS, DHS, or the State)

California Department of Health Services

CONTRACTOR'S NAME

(Also referred to as Contractor)

City of Long Beach

2. The term of this Agreement is: 07/01/05 through 06/30/08

3. The maximum amount of this Agreement is: \$ 1,015,081  
 One million fifteen thousand eighty-one dollars




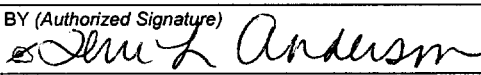
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	11 pages
Exhibit A, Attachment I –Work Plan	19 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 304</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.

<b>CONTRACTOR</b>		California Department of General Services Use Only   <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">OCT 26 2005</div>    <input type="checkbox"/> Exempt per:  APPROVED AS TO FORM  9/20, 20 05 <b>ROBERT E. SHANNON, City Attorney</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
City of Long Beach		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	10/3/05	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Gerald Miller, City Manager		
ADDRESS		
c/o Kathy Ouchi/CLPPP 2525 Grand Avenue, Long Beach, CA 90815		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
California Department of Health Services		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	10-14-05	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Terri L. Anderson, Chief, Contracts and Purchasing Services Section		
ADDRESS		
1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413 Sacramento, CA 95899-7413		

BY   
 SENIOR DEPUTY CITY ATTORNEY

**Exhibit A**  
Scope of Work

**1. Service Overview**

Contractor agrees to provide to the Department of Health Services (DHS) the services described herein:

The City of Long Beach Childhood Lead Poisoning Prevention Program 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 of a range of local agencies and organizations, alert the Childhood Lead Poisoning Prevention Branch 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 City of Long Beach.

**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:

**Department of Health Services**

Romeo Rafol, Contract Manager  
Phone: (510) 622-4932  
Fax: (510) 622-5002  
Email: rrafol@dhs.ca.gov

**Contractor**

Kathy Ouchi, Public Health Nurse  
Telephone: (562) 570-4203  
Fax: (562) 570-4099  
Email: [Kathy\\_Ouchi@longbeach.gov](mailto:Kathy_Ouchi@longbeach.gov)

B. Direct all inquiries to:

**Department of Health Services**

Childhood Lead Poisoning Prevention  
Branch (CLPPB)  
ATTN: Romeo Rafol  
1515 Clay Street, Suite 1801  
Oakland, CA. 94612

Telephone: (510) 622-5000 (reception desk)  
Fax: (510) 622-5002  
Email: rrafol@dhs.ca.gov

**Contractor**

Childhood Lead Poisoning Prevention  
Program (CLPPP)

Attention: Kathy Ouchi  
2525 Grand Avenue  
Long Beach, CA 90815  
Telephone: (562) 570-4203  
Fax: (562) 570-4099  
Email: [Kathy\\_Ouchi@longbeach.gov](mailto:Kathy_Ouchi@longbeach.gov)

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. Allowable Informal Scope of Work Changes**

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this contract, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by the State, the Contractor may devise its own format for this purpose.

**6. 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 reports, case management information, and other contract-related information as requested by requested by CLPPB for program review.

**7. 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.
8. See the following pages for a detailed description of the services to be performed.
9. See Exhibit A, Attachment I - Work Plan, for a detailed description of the Contractor's plan for meeting the requirements outlined in this Scope of Work.

**Exhibit A**  
**Scope of Work**

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

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**Objective 1-I.**

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

**A. Timeline – ongoing**

**B. Major activities**

1. 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 Branch.
  - d. Ensure adherence with and implementation of all Branch contract requirements, including the CLPPP work plan, and with Branch policies and procedures.
  - e. Ensure CLPPP representation at Branch-sponsored meetings and trainings, and Branch working groups as requested, including but not limited to regional and statewide program meetings, and trainings for new CLPPP coordinators, time study documentation, use of the Branch data system.
  - f. Ensure that all staff providing services to children under this contract have and maintain the qualifications and criteria required by the Branch.
  - g. Convene and conduct CLPPP Team quarterly meetings with participation by all CLPPP team members (Health Educator, Nutritionists, Public Health Nurses, Environmental Professionals, and others).
2. The Local Health Jurisdiction (also referred to as CLPPP) is encouraged to add further activities to support the objective as resources allow.

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***Goal 2. Decrease the exposure of children to lead and the incidence of childhood lead poisoning.***

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**Objective 2-I.**

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

**A. Timeline – ongoing**

**B. Major activities**

**Exhibit A**  
Scope of Work

1. Develop and implement Outreach and Education activities according to Branch standards, as indicated in the *Planning Guide for Lead Program Coordinators*

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. 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 2-1;
- b. Have objectives that are clear and measurable. For example, (number of families and childcare givers reached, % of knowledge increase, % of answers correct, % increase in screening); and
- c. Include evaluation (how the success of the activity will be measured). Evaluation can be of the process and or outcome. The following examples demonstrate both types of evaluation. *Examples of activities include i. and ii. Below. (Details to be specified by the Local Health Jurisdiction)*
  - i. Each year of the contract, the CLPPP will raise awareness or alter opinions/attitudes by providing the following: two (2) media campaigns, four (4) health fairs, and five (5) neighborhood campaigns.

Process Evaluation: Did the activities occur as planned (number, type, attendance)?

- ii. Each year of the contract, the CLPPP will conduct ten (10) presentations to government-assisted childcare givers. The objective of the presentations will be to increase awareness of how to prevent lead poisoning.

Outcome Evaluation: Did the presentation increase awareness? Useful tools for outcome evaluation include pre-and post-tests.

2. The Local Health Jurisdiction is encouraged to add further activities to support the objective as resources allow.

**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. Provide outreach and education to health care providers. *(Details to be specified by the Local Health Jurisdiction, example given in a., below). Objectives must be clear and measurable and include process and/or outcome evaluations.*

**Exhibit A**  
**Scope of Work**

a. Example of activities:

Each year of the contract, the CLPPP will conduct four (4), one-hour brown bag lunch presentations to five (5) health care providers at your local Health Departments. The objective of the presentations will be to inform health care providers of their legal responsibilities with respect to counseling on how to avoid lead poisoning (including anticipatory guidance for children 6-72 months of age) and of available case management services.

Process evaluation: Did the activity occur as planned (numbers, type, attendance)?

2. The Local Health Jurisdiction is encouraged to add further activities to support the objective as resources allow.

**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. Maintain collaborative working relationships with local enforcement agencies and where applicable, the local Lead Hazard Reduction Compliance and Enforcement Program (LHRCEP).
2. Participate in local LHRCEP (where applicable).
3. Where there is no local LHRCEP, inform local agencies about applicable regulations and statutes, including legislative requirements in: Health and Safety Code Sections 17961, and 105251 to 105256; State Housing Law Section 1720.10; and Civil Code Section 1941.1.
4. Promote displays and education concerning lead hazard awareness in hardware and home improvement stores. Carry out in collaboration with local LHRCEP, where applicable. *[Details to be specified by the Local Health Jurisdiction.]*

**C. Additional Deliverables**

1. The CLPPP is encouraged to develop evaluation strategies as resources allow. *[Details to be specified by the Local Health Jurisdiction.]*

**Objective 2-IV.**

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

**A. Timeline – ongoing/episodic**

**Exhibit A**  
**Scope of Work**

**B. Major activities**

1. The CLPPP shall be alert to potential new sources of childhood lead exposure and report any such sources to the Branch as soon as possible.
2. The CLPPP is encouraged to add further activities to support the objective 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), 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 quarter of FY 2005-06.

**B. Major activities**

1. 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.
2. Collaborate with the liaisons in developing strategies for and implementing the CLPPP outreach and education activities and in disseminating information on available government-assisted health care programs. [CLPPP to specify details, examples given in a., and b., below]

**Examples of activities:**

- a. During each year of the contract, the CLPPP will provide the Medi-Cal Managed Care Plan with a summary of the services provided by the CLPPP.
  - b. CLPPP will offer to participate in other government-assisted health care program meetings in the development of their programs' forms and/or tools to ensure the inclusion of required lead poisoning anticipatory guidance and screening.
3. *The CLPPP is encouraged to add further activities to support the objective as resources allow. An example is given in a, below:*
- a. Conduct liaison activities with additional groups such as Early Start, Black Infant Health, and other local groups in the jurisdiction that conduct health-related outreach and education.

**Exhibit A**  
**Scope of Work**

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

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**Objective 3-l.**

**Develop and implement strategies to increase the proportion of at-risk children who are screened for lead poisoning using as a baseline 2000-2001 screening data for CHDP clients, or specified time period Medi-Cal Information System data on Medi-Cal clients, or other appropriate data source chosen in consultation with Branch.**

**A. Timeline – ongoing**

**B. Major activities**

- 1.** 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 Branch'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. In its application, the CLPPP may propose activities for other children, if resources permit or if a high risk is demonstrated. [Details to be specified by the Local Health Jurisdiction]
- 2.** Inform health care providers of their legal responsibilities with respect to screening and testing for lead poisoning and of available case management services. [Details to be specified by the Local Health Jurisdiction]
- 3.** In the event that the CLPPP receives a referral from the Branch regarding a family at risk from take-home exposure, the Local Health Jurisdiction will contact the family to advise of the need for screening.
- 4.** *The CLPPP is encouraged to add further activities to support the objective as resources allow. Examples are given in a., b., and c., below. [Details 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 Branch approval) screening sites that are alternatives to existing clinical sites, making use of Early Periodic Screening, Diagnosis and Treatment (EPSDT) reimbursement strategies for transportation, 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.



**Exhibit A**  
**Scope of Work**

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***Goal 4: Case management of lead-poisoned children shall meet standards of care.***

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**Objective 4-I:**

**Assure timely and appropriate case management of lead-poisoned children in accordance with Branch standards.**

**A. Timeline – ongoing**

**B. Major activities**

1. Assure that, when the CLPPP is notified of a lead-poisoned child, the Public Health Nurse (PHN) shall coordinate the case in compliance with:
  - a. California Health and Safety Code Sec. 105275 *et seq.* (appropriate case management);
  - b. Title 17 Sec. 35000 *et seq.* (Lead-Related Construction, Accreditation, Certification and Work Practice Standards);
  - c. The Branch Binder of Program Letters.
2. Assure that all appropriate PHN and Environmental Professional (EP) case management activities, including maintenance of accurate and complete surveillance and case management documentation, are conducted in accordance with:
  - a. The Branch *Public Health Nursing Manual (PHN Manual)*, September 2002, and updates;
  - b. Title 17 Section 35000 *et seq.* (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards);
  - c. *Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998*, and updates;
  - d. Minimum Environmental Investigation Sampling Strategies (3/01 and updates)
  - e. Lead Poisoning Follow-Up Form
  - f. Lead Test Kit Fact Sheet 3/01 (use of Lead Check Swabs by CLPPP staff)
  - g. The Branch *Surveillance and Data Management Manual*.
3. Assure that, when notified of a lead-poisoned child or child with an elevated blood lead level, 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.
4. Assure that the lead-poisoned child is referred to California Children's Services for determination of eligibility and medical case management, as appropriate.
5. Assure that if the child receives services through a government-assisted health care program (Medi-Cal, CHDP, Healthy Families or local plan), that

**Exhibit A**  
**Scope of Work**

program is notified of the elevated blood lead level as soon as possible on a case-by-case basis.

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.
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 *PHN Manual*.
8. Submit Follow-up Forms to Branch in a timely fashion, as specified in the *PHN Manual* and the Branch Binder of Program Letters.
9. 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*.
10. 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 Branch Binder of Program Letters.
11. *The Local Health Jurisdiction is encouraged to add further activities to support the objective as resources allow.*

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***Goal 5: Lead hazards identified during Environmental Investigations shall be eliminated.***

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**Objective 5-I.**

**Use progressive notification and action to achieve lead hazard elimination, as described in the Branch document, *Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998.***

**A. Timeline – ongoing**

**B. Major activities**

1. Where a local LHRCEP exists, carry out progressive enforcement procedures in collaboration with local LHRCEP in the CLPPP jurisdiction. (Procedures may vary among cities in the jurisdiction.) Progressive enforcement procedures include, for example a letter to a property owner, followed by a Notice of Violation, then an Administrative hearing, and an Order to Abate. When voluntary compliance is not achieved, refer case to the LHRCEP within 30 days.
2. Where there is no LHRCEP, when lead hazards are identified during an environmental investigation, 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. 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.
3. *The Local Health Jurisdiction is encouraged to add further activities to support the objective, as resources allow.*

**Exhibit A**  
Scope of Work

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***Goal 6: A surveillance system will be in place that will enable the collection, analysis, and dissemination of information on childhood lead poisoning that can be used effectively for case management, epidemiology, evaluation, and program planning.***

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**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. The Branch data system, RASSCLE (Response and Surveillance System for Childhood Lead Exposure), stores extensive statewide blood lead level and case management follow-up data. When feasible, it is recommended that Local Health Jurisdictions utilize 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 the Branch, have or obtain the capability for accomplishing the electronic transfer of data **from** the Branch.
- c. At the direction of the Branch, have or obtain the capability for accomplishing the electronic transfer of data **to** the Branch.
- d. Attend RASSCLE Regional Trainings. When possible, attendance will comprise a broad spectrum of user types, including public health nurses, 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 Branch information technology systems, as specified in the Branch *Surveillance and Data Management Manual*.

*CLPPPs using RASSCLE may be asked by the Branch during the contract period to support Objective 6-I 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 the Branch.*

- f. Prior to the implementation or substantial upgrade of electronic surveillance, case, and environmental management systems, participate in the beta testing of such systems. Beta testing may involve participating in new branch-supported technical applications and providing feedback on such applications.

**Exhibit A**  
**Scope of Work**

- g. At the direction of the Branch, the CLPPP may upgrade its equipment to remain in compliance with Branch technical infrastructure recommendations as specified in the *Surveillance and Data Management Manual*.

**2. Jurisdictions not using RASSCLE shall maintain data as follows:**

- a. Store data using Minimum Data Fields referenced in the Branch *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 Branch information technology systems, as specified in the *Surveillance and Data Management Manual*.
- d. Consult with Branch for approval in the design of this local data storage system.

*CLPPPs not using RASSCLE may be asked by the Branch during the contract period to support Objective 6-1 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 the Branch.*

- e. As necessary to meet Objective 6-1, make modifications to existing electronic local data storage systems. (For example, modifications to data elements to standardize existing storage systems to conform with RASSCLE).

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:	Within 30 days of start date	Supervisor	1. Completed CLPPP Personnel justification form to be 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	Supervisor CC	2. Completed CLPPP Contact List with CLPPP staff contact information to be submitted to Branch with initial contract and within 30 days after any changes occur.
b. Coordinate all CLPPP services and activities within the local health jurisdiction.	Ongoing	CC	3. CLPPP Coordinator serves as primary contact with the Branch.
c. Act as primary program contact with the Branch.	Ongoing	CC	4. CLPPP Coordinator participates in the development of the Work Plan, notifies Branch of any needed changes, and monitors compliance of SOW and contract.
d. Ensure adherence with and implementation of all Branch contract requirements, including the CLPPP work plan, and with Branch policies and procedures.	Ongoing	CC	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).
e. Ensure CLPPP representation at Branch-sponsored meetings and trainings, and Branch 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 Branch data system, etc.	Ongoing	CC	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, certifications, educational courses).
f. Ensure that all staff providing services to children under this contract have and maintain the qualifications and criteria required by the Branch.	Ongoing	Supervisor	
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	CC	
2. <i>The CLPPP is encouraged to add further activities to support the objective, as resources allow.</i>			

Exhibit A, Attachment I  
Work Plan

**Goal 2. Decrease the exposure of children to lead and the incidence of childhood lead poisoning.**

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

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>Develop and implement Outreach and Education activities according to Branch standards, as indicated in the <i>Planning Guide for Lead Program Coordinators</i>. 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. In its application, the CLPPP may propose activities for other children if resources permit or if a high risk is demonstrated.</p> <p>Activities must:</p> <ol style="list-style-type: none"> <li>1. Support Goal 2 and Objective 2-1;</li> <li>2. Have objectives that are clear and measurable. For example, (number of families and childcare givers reached, % of knowledge increase, % of answers correct, % increase in screening); and</li> <li>3. Include evaluation (how the success of the activity will be measured). Evaluation can be of the process and or outcome. The following examples demonstrate both types of evaluation.</li> </ol>	Ongoing		<ol style="list-style-type: none"> <li>1. Biannual Progress Report using the Branch Progress Report format</li> <li>2. <b>Copies of materials for each activity, including but not limited to:</b> <ol style="list-style-type: none"> <li>a. Attendance records</li> <li>b. Class outlines</li> <li>c. Description of media campaigns or health fairs</li> <li>d. Pre/post tests</li> <li>e. Surveys (administered via phone, fax, e-mail, or postcard)</li> <li>f. Interview forms</li> <li>g. Numbers reached (e.g., by phone, mailings)</li> </ol> </li> <li>3. Status reports, case management information, and other contract-related information as requested by Branch for program review.</li> </ol>
<p><i>Examples of activities include a. and b. below. [Details to be specified by the CLPPP]</i></p>			
<p>a. Each year of the contract, the CLPPP will raise lead poisoning prevention awareness at three (3) or more health fairs, reaching at least 100 parents of high risk children in geographical areas where at least 50% of</p>	Ongoing (Jan-Dec annually)	HE (OW 06-08), CW	<ol style="list-style-type: none"> <li>1. Biannual Progress Report using the Branch Progress Report format.</li> <li>2. Copies of the materials for each activity include:</li> </ol>

Exhibit A, Attachment I  
Work Plan

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>the population is Medi-Cal enrolled or eligible.</p> <ul style="list-style-type: none"> <li>Annually, a total of at least 50 % of attendees to the CLPPP booth will demonstrate knowledge of lead poisoning prevention by correctly answering 66% of awareness questions on the lead survey.</li> </ul> <p>Process Evaluation: Did the activities occur as planned (number, type, attendance)?</p>			<ol style="list-style-type: none"> <li>Flyer announcing activity, date, etc.</li> <li>List of educational materials provided to the attendees.</li> <li>Surveys</li> <li>Results of surveys</li> <li>Number of attendees, number of incentives given</li> <li>Assess activity with staff.</li> </ol> <ol style="list-style-type: none"> <li>Above copies of materials will be kept on file at the local CLPPP.</li> <li>Activity review with staff to assess effectiveness and make changes as needed for improved effectiveness.</li> </ol>
<p>b. Each year of contract, CLPPP will conduct five (5), thirty minute presentations on lead poisoning prevention, reaching at least 100 parents of children enrolled in Head Start and/or African American Infant Health participants.</p> <ul style="list-style-type: none"> <li>At least 50 % of all attendees will demonstrate knowledge of lead poisoning prevention by scoring 70% or better on the post test.</li> </ul> <p>Outcome Evaluation: Did the presentation increase awareness? Useful tools for outcome evaluation include pre-and post-tests.</p>	<p>Ongoing (Jan.- Dec. annually)</p>	<p>HE(OW 06-08), CW</p>	<ol style="list-style-type: none"> <li>Biannual Progress Report using the Branch Progress Report format.</li> <li>Copies of materials for each activity includes: <ol style="list-style-type: none"> <li>Pre/ post tests and results</li> <li>Organization name, date and time</li> <li>Number of attendees</li> <li>Number of incentives given.</li> </ol> </li> <li>Review results of the pre/post tests to evaluate effectiveness of presentation.</li> <li>Adjust or change presentation if post test scores fall below 70%.</li> </ol>
<p>2. <i>The CLPPP is encouraged to add further activities to support the objective as resources allow.</i> Each year of the contract, the HE will engage local community-based and ethnic organizations (focused on Pacific Islanders, African American, Latin and Filipino Community Organizations) to assist in outreach to providers and at-risk communities in the targeted areas of 90813, 90804 and 90805.</p> <p>a. CLPPP will provide Cambodian, Spanish and</p>	<p>Ongoing</p>	<p>HE (OW 06-08), CW</p>	<ol style="list-style-type: none"> <li>Biannual Progress Report using the Branch Progress Report format.</li> <li>Liaisons' information including contact names, addresses, phone, fax, etc. will be kept on file along with documentation of meetings with agencies.</li> <li>The number of CLPPP brochures in other languages will be kept on file at the local CLPPP.</li> </ol>

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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>English language educational brochures in an effort to promote childhood lead poisoning prevention and a basic understanding of CLPPP functions.</p> <p>b. Distribute at least 100 educational brochures translated in English/Cambodian and English/Spanish to healthcare providers who service the ethnically diverse communities in Long Beach.</p> <p>c. Distribute at least 100 educational brochures translated in Cambodian/English at the Cambodian New Year Celebration. (Please see the Evaluation/Deliverables for 1.a. above.)</p>			
<p>3. Each year of the contract, the REHS will perform a visual inspection of the residence for families with children who have blood lead levels 10-14µg/dL. The REHS will teach the families about lead safety and will instruct the family on how to obtain a test sample on possible lead sources.</p> <p>a. Each family will be given a test kit with two sample tubes, dust wipes, labels, gloves, a measuring tape, pencil and instructions on sample gathering.</p> <p>b. The REHS will offer to observe while the sample is collected by the parent or will leave the kit with the parent.</p> <p>c. The samples will be processed by the City of Long Beach Laboratory for a "special" (lower) cost.</p> <p>d. A total of 50 kits will be made available to the REHS for outreach purposes.</p>	Ongoing	REHS, CC	<ol style="list-style-type: none"> <li>1. Biannual Progress Report using the Branch Progress Report format.</li> <li>2. Copies of the referrals and BLLs will be kept on file at the local CLPPP.</li> <li>3. Results of environmental testing will be kept on file at the local CLPPP.</li> <li>4. A sample kit with instructions will be kept at the local CLPPP.</li> </ol>



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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>4. Each year of the contract, letters encouraging medical follow up for children with BLL of 4.5-14.5µg/dL will be sent to parents.</p> <p>a. Educational brochures addressing general information, steps to take to prevent lead poisoning, nutrition and a telephone resource list for the City of Long Beach will be sent with each letter.</p> <p>b. A resource phone number (PHN phone number) is provided in each letter if the parent has further questions.</p>	<p>Ongoing</p>	<p>CW, CC</p>	<ol style="list-style-type: none"> <li>1. Biannual Progress Report using the Branch Progress Report format.</li> <li>2. Templates of the letters sent to parents are kept on file at the local CLPPP.</li> <li>3. Records of letters mailed to parents are kept on file at the local CLPPP.</li> </ol>

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**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
<p>1. Provide outreach and education to health care providers. (<i>Details to be specified by the CLPPP, example given in a., below</i>) Objectives must be clear and measurable and include either process or outcome evaluations.</p> <p>a. Each year of the contract, CLPPP will collaborate with CHDP Administration to target providers who do not appear to be screening for lead as mandated by CHDP.</p> <p>b. CLPPP will join CHDP Administration on their bimonthly visit to healthcare providers if providers continue to have low numbers of lead screenings.</p> <p>c. Fingerstick trainings will be offered and targeted to healthcare providers who are not screening or have low numbers of children being screened. (0-5% according to the number of PM 160s submitted to CHDP Administration. Stats of PM160s will also be compared to the year 2002-2003.)</p> <p>d. At least one grand rounds will be offered to all healthcare providers (and their staff) seeing children Medi-Cal eligible during the contract years.</p> <p>Process evaluation: Did the activity occur as planned (numbers, type, attendance)?</p>	<p>Ongoing</p>           <p>2007</p>	<p>HE (OW 06-08), CW</p>           <p>CC, HE (OW 06-08), CW</p>	<p>1. Biannual Progress Reports using the Branch Progress Report format.</p> <p>2. Evaluation reporting</p> <ol style="list-style-type: none"> <li>a. Attendance records</li> <li>b. Numbers reached for mailings or surveys</li> <li>c. Pre/post tests, etc.</li> </ol> <p>3. Status reports, case management information, and other contract-related information as requested by Branch for program review.</p> <p>4. Stats for previous years and current year will be kept on file with CHDP Administration and CLPPP.</p> <p>5. Copies will be kept on file of:</p> <ol style="list-style-type: none"> <li>a. Fingerstick training announcements.</li> <li>b. Providers invited to fingerstick trainings.</li> <li>c. Curriculum for training, including objectives, post test and evaluation.</li> <li>d. Providers who have successfully completed training.</li> <li>e. Post training stats on numbers of children being screened.</li> </ol> <p>6. Copies will be kept on file of:</p> <ol style="list-style-type: none"> <li>a. Flyer/letter announcing the grand rounds</li> <li>b. Mailing list of the providers and staff invited to the grand rounds.</li> <li>c. Sign in sheet</li> <li>d. Agenda, objectives, goals of presentation</li> <li>e. Pre/post test</li> <li>f. Evaluation of speaker and presentation</li> </ol>

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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
2. <i>The CLPPP is encouraged to add further activities to support the objective, as resources allow.</i>			

**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 where applicable, the local Lead Hazard Reduction Compliance and Enforcement Program (LHRCEP).	Ongoing	CC, REHS	For activities 1 and 2: 1. Biannual Progress Reports using the Branch 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 the Branch for program review (such as the list of local agencies and documentation of meetings with local agencies kept on file).
2. Participate in local LHRCEP (where applicable).	Ongoing	REHS	As above
3. Where there is no local LHRCEP, inform local agencies about applicable regulations and statutes, including legislative requirements in: Health and Safety Code Sections 17961, and 105251 to 105256; State Housing Law Section 1720.10; and Civil Code Section 1941.1.			As above
4. Promote displays and education concerning lead hazard awareness in hardware and home improvement stores. Carry out in collaboration with local LHRCEP, where applicable. [Details	Ongoing	HE (OW 06-08), CW	1. As above and track a. estimated numbers reached by displays b. brochures distributed, etc.

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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
to be specified by the CLPPP] a. Outreach to the local hardware and home improvement stores by keeping them apprised of current lead poisoning prevention activities, goals, and practices related to their clientele.			
5. <i>The CLPPP is encouraged to add further activities to support the objective, as resources allow. [Details to be specified by the CLPPP]</i>			

**Objective 2-IV: Inform the Branch of any newly suspected sources of childhood lead exposure, such as specific home remedies and brands of imported foods, so that the Branch can follow up with State and federal agencies. (Once the Branch confirms that the source is lead-contaminated, the Branch will advise all the CLPPPs and provide information to help them address the problem locally, as appropriate. The Branch 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 the Branch as soon as possible.	Ongoing	REHS, CC	1. Reports of sources by telephone, fax, mail, e-mail or in person to the Branch. 2. The CLPPP is encouraged to develop evaluation strategies, as resources allow.
2. <i>The CLPPP is encouraged to add further activities to support the objective, as resources allow.</i>			

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**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), 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
<p>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). For example, if the county provides Medi-Cal through a Managed Care organization, identify the Plan’s liaison for lead.</p>	<p>Ongoing</p>	<p>CC</p>	<ol style="list-style-type: none"> <li>1. Biannual Progress Reports using the Branch Progress Report format.</li> <li>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).</li> <li>3. Status reports, case management information, and other contract-related information as requested by Branch for program review (such as the list of liaisons kept on file).</li> </ol>
<p>2. Collaborate with the liaisons in developing strategies for and implementing the CLPPP outreach and education activities and in disseminating information on available government assisted health care programs. [CLPPP to specify details, examples given in a. and b., below]</p>	<p>Ongoing</p>		<ol style="list-style-type: none"> <li>1. As above</li> <li>2. The CLPPP is encouraged to develop evaluation strategies for collaborative efforts, as resources allow. (See objective 2-I for discussion of process and outcome evaluation measures.)</li> </ol>

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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>Examples of activities</p> <p>a. During each year of contract the CLPPP will provide Head Start, WIC, CHDP Providers, Private Pediatric and Family Practice Physicians, Day Cares, and Preschools, with a summary of the services provided by the CLPPP.</p> <p>b. CLPPP will participate in meetings with other government-assisted programs (who offer services to Medi-Cal clientele) convene to offer information and/or possible presentation scheduling related to lead poisoning prevention.</p>	Ongoing	HE (OW 06-08), CW	<p>1. Copies will be kept on file at the local CLPPP of:</p> <p>a. Organizations, agencies, programs presentations</p>
<p>3. <i>The CLPPP is encouraged to add further activities to support the objective, as resources allow. An example is given in a., below.</i></p>			As above for 2.
<p>a. Conduct liaison activities with additional groups such as Early Start, Black Infant Health, and other local groups in the jurisdiction that conduct health-related outreach and education.</p>			

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**Goal 3: Improve the detection of lead-poisoned 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 screened for lead poisoning using as a baseline 2000-2001 screening data on CHDP clients, or specified time period Medi-Cal Information System data on Medi-Cal clients, or other appropriate data source chosen in consultation with the Branch.**

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. (For guidance, refer to Branch's <i>A Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposure</i>.) 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. In its application, the CLPPP may propose activities for other children, if resources permit or if a high risk is demonstrated. [Details to be specified by the CLPPP]</p> <p>a. The local CLPPP will use the CHDP PM160 stats from the year 2002 (Jan-Dec) to compare current lead screening stats. (The stats were tallied by CLPPP and are broken down by CHDP provider.)</p> <p>b. Annually, the local CLPPP will target those areas/zip codes where percentages of lead screening by providers in the area are below average for the City.</p>	Ongoing	CC, HE (OW 06-08), CW	<ol style="list-style-type: none"> <li>1. Biannual Progress Reports using the Branch Progress Report Format.</li> <li>2. Status reports, case management information, and other contract-related information as requested by the Branch for program review (such as copies of outreach materials and event schedules kept on file).</li> <li>3. CLPPP is encouraged to develop evaluation strategies related to screening in conjunction with the CLPPB.</li> <li>4. Copies of the stats for stated year (2002-2003) are on file at the local CLPPP.</li> </ol>
<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. [Details to be specified by the</p>	Annually	CC	<p>As above</p> <ol style="list-style-type: none"> <li>5. Also will keep copies of letters, newsletters, and or informational documents sent to healthcare</li> </ol>

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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p>CLPPP]</p> <p>a. Statistic comparisons of lead screenings will be shared with the healthcare providers by CHDP Administration and CLPPP bimonthly.</p> <p>b. Offer assistance to create tools, provide educational materials, and offer incentives such as the t-shirt campaign to assist providers in screening success.</p>			<p>providers.</p> <p>Documentation of provider visits, tools created, etc. will be kept on file at the local CLPPP. (See below for T-shirt campaign information.)</p>
<p>3. In the event that the CLPPP receives a referral from the Branch regarding a family at risk from take-home exposure, the CLPPP will contact the family to advise of the need for screening.</p>	Ongoing	CC	As above
<p>4. <i>The CLPPP is encouraged to add further activities to support the objective as resources allow. Examples are given in a., b., and c. below [Details to be specified by the CLPPP].</i></p>			As above
<p>a. Each year of the contract, CLPPP will work with WIC and targeted healthcare clinics to improve screening numbers by offering a free T-shirt to children one and two years of age after submitting the results of lead screening by their primary physician on a postcard provided by CLPPP.</p> <ul style="list-style-type: none"> <li>• Prepaid postcards will be provided to WIC and targeted healthcare providers with instructions to have their child's physician fill out the results of the lead test once it has been resulted.</li> <li>• A t-shirt will be mailed for the one or two year old who has been screened for lead once the postcard has been received by the CLPPP.</li> <li>• Three (3) short presentations (approx. 10 min. each) on the importance of lead screening and the T-shirt campaign will be offered twice</li> </ul>	Ongoing	HE (OW 06-08), CW, CC	<ol style="list-style-type: none"> <li>1. Biannual Progress Reports using the Branch Progress Report format.</li> <li>2. Copies will be kept on file at the local CLPPP of:               <ol style="list-style-type: none"> <li>a. The postcard</li> <li>b. The information gathered on the postcard.</li> <li>c. Records of all visits to WICs, and Healthcare Providers.</li> <li>d. Outline of presentation</li> <li>e. List of any educational materials provided</li> <li>f. Tally of t-shirts given</li> <li>g. BLL will be entered into RASSCLE</li> </ol> </li> </ol>



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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
a month to each WIC site and each targeted provider.			

**Goal 4: Case management of lead-poisoned children shall meet standards of care.**

**Objective 4-I: Assure timely and appropriate case management of lead-poisoned children in accordance with Branch standards.**

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Assure that, when the CLPPP is notified of a lead-poisoned child, the Public Health Nurse (PHN) shall coordinate the case in compliance with: <ul style="list-style-type: none"> <li>a. California Health and Safety Code Section 105275 <i>et seq.</i> (appropriate case management);</li> <li>b. Title 17 Section 35000 <i>et seq.</i> (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards);</li> <li>c. The Branch Binder of Program Letters.</li> </ul>	Ongoing	CC	For all of the activities under this objective: <ul style="list-style-type: none"> <li>1. Biannual Progress Reports using the Branch Progress Report format.</li> <li>2. Status reports, case management information, and other contract-related information as requested by the Branch for program review.</li> <li>3. Branch Lead Poisoning Follow-Up Forms.</li> </ul>
2. Assure that all appropriate PHN and Environmental Professional (EP) case management activities, including maintenance of accurate and complete surveillance and case management documentation, are conducted in accordance with: <ul style="list-style-type: none"> <li>a. The Branch <i>Public Health Nursing Manual (PHN Manual)</i> and updates;</li> <li>b. Title 17 Section 35000 <i>et seq.</i> (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards);</li> <li>c. <i>Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998</i>, and updates;</li> <li>d. Minimum Environmental Investigation Sampling Strategies (3/01 and updates)</li> </ul>	Ongoing	CC	As above

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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
e. Lead Poisoning Follow-Up Form f. Lead Test Kit Fact Sheet 3/01 (use of Lead Check Swabs by CLPPP staff); g. The Branch <i>Surveillance and Data Management Manual</i> .			
3. Assure that, when notified of a lead-poisoned child or child with an elevated blood lead level, 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.	Ongoing	CC	As above
4. Assure that the lead-poisoned child is referred to the California Children's Services for determination of eligibility and medical case management, as appropriate.	Ongoing	CC	As above
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.	Ongoing	CC	As above
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.	Ongoing	CC	As above
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> .	Ongoing	CC	As above

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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
8. Submit Follow-Up Forms to the Branch in a timely fashion, as specified in the <i>PHN Manual</i> and the Branch Binder of Program Letters.	Ongoing	CC	As above
9. 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> .	Ongoing	CC	As above
10. If the applicant is or applies to be a participant in the Branch XRF Instrument Loan Program, the applicant shall participate fully as specified in the Branch Binder of Program Letters.	Ongoing	REHS RSO	<ol style="list-style-type: none"> <li>1. Monthly submission of XRF Print-out form, EI/Clearance, or office practice if no fieldwork was done.</li> <li>2. Conduct routine maintenance and assure bi-annual resourcing of each XRF instrument.</li> </ol>
11. <i>The CLPPP is encouraged to add further activities to support the objective, as resources allow.</i>			
12. Notify primary physicians of the results of actions taken by the PHN and REHS for cases meeting the State definition.	Ongoing	CW	Copies of correspondence with primary physicians will be kept in the records of individual cases.
13. Education and follow-up by a PHN and visual inspection by the REHS on joint home visit to be completed on BLL 15-19 $\mu$ g/dL for children under the age of 21 years.	Ongoing	CC, REHS	Records will be kept by PHN. Follow up will continue until BLL in range recommended by the CLPPB.
14. Interview and educate adults, 21 years and older with BLL 25 $\mu$ g/dL or higher to recommend screening for children and pregnant women in the same household.	Ongoing	CC	Records will be kept on individuals and household members in PHN records.

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**Goal 5: Lead hazards identified during Environmental Investigations shall be eliminated.**

**Objective 5-I: Use progressive notification and action to achieve lead hazard elimination, as described in the Branch document, *Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998.***

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. Where a local LHRCEP exists, carry out progressive enforcement procedures in collaboration with local LHRCEP in the CLPPP jurisdiction. (Procedures may vary among cities in the jurisdiction.) Progressive enforcement procedures include, for example, a letter to a property owner, followed by a Notice of Violation, then an Administrative hearing, and an Order to Abate. When voluntary compliance is not achieved, refer case to the LHRCEP.	Ongoing	REHS	<ol style="list-style-type: none"> <li>1. A copy of relevant page Branch Lead Poisoning Follow-up Form for those addresses achieving clearance, attached to the appropriate Progress Report.</li> <li>2. Biannual Progress Reports using the Branch Progress Report format.</li> </ol>
2. Where there is no LHRCEP, when lead hazards are identified during an environmental investigation, the EP will use progressive notification as needed to ensure that sources of exposure are reduced or eliminated and that the address has achieved clearance. 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.	Ongoing		<ol style="list-style-type: none"> <li>3. As above, and</li> <li>4. A summary of steps taken attached to the Biannual Progress Report, with documentation available on Branch request.</li> </ol>
3. <i>The CLPPP is encouraged to add further activities to support the objective, as resources allow.</i>			
4. When lead hazards are identified during an environmental investigation, the REHS will use progressive notification as needed to ensure that sources of exposure are reduced or eliminated and the address has achieved clearance.	Ongoing	REHS	The address will be noted on the Follow up Form with notes about achieving clearance in the progress note section for the REHS.

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**Goal 6: A surveillance system will be in place that will enable the collection, analysis, and dissemination of information on childhood lead poisoning that can be used effectively for case management, 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.**

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
1. The Branch data system, RASSCLE (Response and Surveillance System for Childhood Lead Exposure), stores extensive statewide blood lead level and case management follow-up data. When feasible, it is recommended that CLPPPs utilize RASSCLE. Jurisdictions using RASSCLE shall maintain it as follows:			1. Reports as specified in the Branch <i>Surveillance and Data Management Manual</i> . 2. <i>The CLPPP may develop evaluation strategies, as resources allow.</i>
a. Electronically store and manage all data regarding lead poisoning cases and screening tests.	Ongoing	CW	
b. At the direction of the Branch, have or obtain the capability for accomplishing the electronic transfer of data <b>from</b> the Branch.	Annually	CW	
c. At the direction of the Branch, have or obtain the capability for accomplishing the electronic transfer of data <b>to</b> the Branch.	When directed by the Branch	CW	
d. Attend RASSCLE Regional Trainings. When possible, attendance will comprise a broad spectrum of user types, including public health nurses, data entry personnel, EPs, epidemiologists, and nutritionists.	When directed by the Branch	CW, CC	
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 Branch information technology systems, as specified in the Branch	When directed by the Branch	CW	

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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<i>Surveillance and Data Management Manual.</i>			
CLPPPs using RASSCLE may be asked by Branch during the contract period to support Objective 6-I 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 the Branch.			
f. Prior to the implementation or substantial upgrade of electronic surveillance, case, and environmental managements systems, participate in the beta testing of such systems. Beta testing may involve participating in new Branch-supported technical applications, and providing feedback on such applications.	When directed by the Branch	CW, CC	
g. At the direction of the Branch, the CLPPP may upgrade its equipment to remain in compliance with Branch technical infrastructure recommendations as specified in the <i>Surveillance and Data Management Manual.</i>	When directed by the Branch	CW, CC	
2. Jurisdictions not using RASSCLE shall maintain data as follows:			
a. Store data using Minimum Data Fields referenced in the Branch <i>Surveillance and Data Management Manual.</i>	Ongoing		Reports as specified in the Branch <i>Surveillance and Data Management Manual.</i>
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.	Ongoing		Completion or editing of database project charter as specified in the Branch <i>Surveillance and Data Management Manual.</i>
c. 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 Branch information	When directed by the Branch		

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Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
technology systems, as specified in the Branch <i>Surveillance and Data Management Manual</i> .			
d. Consult with the Branch for approval in the design of this local data storage system.	Ongoing		Completion of database project charter as specified in the Branch <i>Surveillance and Data Management Manual</i> .
<i>CLPPPs not using RASSCLE may be asked by the Branch during the contract period to support Objective 6-1 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 the Branch.</i>			
e. As necessary to meet Objective 6-1, make modifications to existing electronic local data storage systems. (For example, modifications to data elements to standardize existing storage systems to conform with RASSCLE.)			

**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:

Department of Health Services  
Childhood Lead Poisoning Prevention Branch (CLPPB)  
Attn: Romeo Rafol  
1515 Clay Street, Suite 1801  
Oakland, CA 94612

- 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 an/or cost categories expressly identified as allowable in this agreement and approved by DHS.
- 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 the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of the 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) \$350,688 for the budget period of 07/01/05 through 06/30/06.
  - 2) \$340,401 for the budget period of 07/01/06 through 06/30/07.
  - 3) \$323,992 for the budget period of 07/01/07 through 06/30/08.
- 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. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.
- 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.
- E. Line item shift request which are submitted by the Contractor for approval by the Branch, and which reflect changes in personnel, must be accompanied by an updated "Personnel Supplement to the Budget Detail" (refer to paragraph 9, Additional Budget Details).

**Exhibit B**  
Budget Detail and Payment Provisions

- F. The Contractor shall prepare and submit line item shifts in the format provided by the Branch. Upon signed approval of this agreement by the Contractor, the Branch will provide a formatted form and instructions, to the program coordinator. The completed form will include:
- 1) An explanation that will justify the need for the proposed change.
  - 2) Identification of the line item(s) in Exhibit B, Attachment I, II, or III, and the amount of each to be reduced or increased, in order to provide for the proposed change.
  - 3) Notice of the accounting period in which the change is to take place.
  - 4) The signature of the program coordinator.

**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 DHS 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 DHS. 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 Supplement to the Budget Detail" as submitted by the Contractor in the Request for Funding Application and approved by the CLPPB.
- B. Subsequent updates by the Contractor of the "Personnel Supplement to the Budget Detail" must be approved by the CLPPB.
- C. Refer to Exhibit A, provision 7B, for additional Subcontract Budget Detail attachments required.

**Exhibit B, Attachment I**  
**Budget**  
**(Year 1)**  
7/1/05 Through 6/30/06

	Medi-Cal Lead Program				Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities		
			Non-Enhanced	Enhanced	
Personnel	\$ 32,091	\$ 18,518	\$ 97,206	\$ 19,761	\$ 167,576
Fringe Benefits (53.37% of Personnel)	17,127	9,883	51,879	10,546	89,435
Indirect Costs	11,738	6,774	35,557		54,069
Indirect Costs associated with Enhanced (23.85% of Personnel & Fringe)			7,228		- 7,228
Operating Expenses	8,848	1,466	12,316	-	22,630
Equipment	-	-	-	-	-
Travel	500	500	500	-	1,500
Subcontracts	-	-	-	-	-
Other Costs	8,250	-	-	-	8,250
	<b>\$ 78,554</b>	<b>\$ 37,141</b>	<b>\$ 204,686</b>	<b>\$ 30,307</b>	<b>\$ 350,688</b>

**Exhibit B, Attachment II**  
**Budget**  
**(Year 2)**  
7/1/06 Through 6/30/07

	Medi-Cal Lead Program				Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities		
			Non-Enhanced	Enhanced	
Personnel	\$ 31,714	18,518	\$ 88,815	\$ 19,761	\$ 158,808
Fringe Benefits (54.43% of Personnel)	17,262	10,079	48,342	10,756	\$ 86,439
Indirect Costs	11,681	6,820	32,712		\$ 51,213
Indirect Costs associated with Enhanced (23.85% of Personnel & Fringe)			7,278		\$ 7,278
Operating Expenses	1,493	5,442	16,978	-	\$ 23,913
Equipment	-	-	-		\$ -
Travel	-	1,050	2,450	-	\$ 3,500
Subcontracts	-	-	-		\$ -
Other Costs	9,250	-	-		\$ 9,250
	<b>\$ 71,400</b>	<b>\$ 41,909</b>	<b>\$ 196,575</b>	<b>\$ 30,517</b>	<b>\$ 340,401</b>

**Exhibit B, Attachment III**  
**Budget**  
**(Year 3)**  
7/1/07 Through 6/30/08

	Medi-Cal Lead Program					Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities			
			Non-Enhanced	Enhanced		
Personnel	\$ 31,714	\$ 18,518	\$ 85,097	\$ 19,761	\$ 155,090	
Fringe Benefits (54.48% of Personnel)	17,278	10,088	46,361	10,766	84,493	
Indirect Costs	11,685	6,823	31,353		49,861	
Indirect Costs associated with Enhanced (23.85% of Personnel & Fringe)			7,281		7,281	
Operating Expenses	1,347	2,192	13,978	-	17,517	
Equipment	-	-	-	-	-	
Travel	-	500	1,000	-	1,500	
Subcontracts	-	-	-	-	-	
Other Costs	8,250	-	-	-	8,250	
	<b>\$ 70,274</b>	<b>\$ 38,121</b>	<b>\$ 185,070</b>	<b>\$ 30,527</b>	<b>\$ 323,992</b>	

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Pub. Contract Code §§ 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.



15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

\*18. UNION ACTIVITIES: For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

**\*This provision is stayed pending the outcome of the litigation entitled, *Chamber of Commerce v. Lockyer* (April 2004) 364 F3d 1154.**

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**Special Terms and Conditions**

*(For federally funded service contracts and grant awards)*

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 "grant", "Grantee" and "Subgrantee" respectively.

**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
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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
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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.)

- 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 DHS, 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 DHS 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 DHS, the Contractor may request in writing to DHS, 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 contract funds.)

Reimbursement for travel and per diem expenses from DHS 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 DHS' 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 DHS 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 DHS. 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, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state or federal funds.)

### a. Equipment definitions

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

- (1) **Major equipment:** 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 DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

- 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 DHS program contract manager, to have all remaining equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS 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 DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS 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 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 DHS, prior written authorization from the appropriate DHS 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 DHS, 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 DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either

deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS 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. DHS 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 miscellaneous property is furnished by DHS and/or when said items are purchased or reimbursed with state or federal funds.)

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

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

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

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS 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 miscellaneous property to the DHS program contract manager using a form or format designated by DHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager. Contractor shall:
  - (a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHS according to the instructions appearing on the inventory form or issued by the DHS program contract manager.
  - (c) Contact the DHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHS' Asset Management Unit.

- b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHS 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 miscellaneous 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 miscellaneous property.
  - (1) In administering this provision, DHS may require the Contractor and/or Subcontractor to repair or replace, to DHS' satisfaction, any damaged, lost or stolen state equipment and/or miscellaneous 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 DHS program contract manager.
- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall only be used for performance of this agreement or another DHS 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 miscellaneous property to the DHS program contract manager and shall, at that time, query DHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to DHS. Final disposition of equipment and/or miscellaneous property shall be at DHS expense and according to DHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by DHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, DHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different DHS agreement.
- g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS 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 DHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS 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 DHS 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 DHS 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 period of contract extension 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 DHS 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 DHS program contract manager.
- (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 DHS.
- (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 Health Services).
  - [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 the State of California Department of Health Services, 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 the 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 DHS, 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, DHS 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 particulars 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 Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.
- b. DHS 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 DHS 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 DHS.
- 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 DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make said copies available for approval, inspection, or audit.
- e. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by DHS to the Contractor.
- 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 DHS, to permit DHS 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 DHS, 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 32.

## 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 DHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHS 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 DHS, 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.

## 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. DHS 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 DHS has agreed in a signed writing to accept a license, DHS 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 DHS 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 DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. **Except as otherwise set forth herein, neither the Contractor nor DHS 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 DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' 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 DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS 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 DHS' 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 DHS 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 DHS, 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 DHS 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 Section 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 DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS 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 DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2004, etc.], State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health 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 DHS 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 DHS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS 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 DHS' prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon the these terms is unattainable, and DHS 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 DHS.

**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 DHS 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 DHS 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) DHS 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 DHS 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 DHS' 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 DHS 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. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.
- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS 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 DHS 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, DHS 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 DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS 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, DHS 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 DHS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this contract 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 DHS 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 DHS without prior written authorization from the DHS program contract manager.
- 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.

#### 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 contract 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 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 the Contractor believes there is a dispute arising from DHS' action in the administration of an agreement. If the Contractor believes there is a dispute or grievance between the Contractor and DHS, both parties shall follow the procedure outlined below.
  - (1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, 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 make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) The Contractor must prepare a letter indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the letter a copy of the Contractor's original statement of dispute with any supporting documents and a copy of the Branch Chief's response. This letter shall be sent 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 funding this agreement 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 funding this agreement or his/her designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division funding this agreement 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 by DHS, dispute, grievance and/or appeal correspondence shall be directed to the DHS program contract manager.

## 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 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, grants, or subventions to other governmental agencies or units of government nor contracts 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; 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, 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 \$300,000 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". *The \$300,000 threshold identified in this paragraph will increase to \$500,000 for federal fiscal years ending after December 31, 2003.* 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 DHS 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 \$300,000 or more in federal funds for the year covered by the audit report. *The \$300,000 threshold identified in this paragraph will increase to \$500,000 for federal fiscal years ending after December 31, 2003.*

- d. Two copies of the audit report shall be delivered to the DHS 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 DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
- 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 DHS 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, DHS shall act upon the proposal within 60 days after receipt of the written proposal. DHS 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, DHS 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 DHS program funding this contract.
- 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 DHS 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, DHS 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 contract, DHS 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 DHS 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.)

DHS 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 DHS. Negative performance evaluations may be considered by DHS 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

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 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, DHS 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 contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract 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 contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the 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 DHS, 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 contracts 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, 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, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract 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 DHS 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, 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, 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, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH 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:

Department of Health Services  
(Name of the DHS program providing the funds)  
(Program's Street Address, Room Number, and MS Code)  
P.O. Box 997413  
Sacramento, CA 95899-7413

**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>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>		<p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>
<p>(attach Continuation Sheets(s) SF-LLL-A, If necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input checked="" type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind, specify: Nature _____</p> <p>Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, If necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A Attached:                      <input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>		
<p>16. 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 Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and 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><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL</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 recipients 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. Use the SF - LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 1<sup>st</sup> 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 (CDFA) 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-90401."
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 entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
10. (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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and renewing 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 exhibits are attached, incorporated herein, and made a part hereof by this reference:

- |              |   |         |
|--------------|---|---------|
| 1) Exhibit H | Contractor Equipment Purchased with DHS Funds | 2 pages |
| 2) Exhibit I | Inventory/Disposition of DHS-Funded Equipment | 2 pages |
| 3) Exhibit J | Glossary of CLPPB Related Acronyms and Terms  | 4 pages |

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 DHS, as required by program directives. DHS shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. DHS 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. Contract Amendments**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

**3. 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.

**Exhibit E**  
Additional Provisions

- B. Upon receipt of a notice of termination or cancellation from DHS, 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 prior to the effective date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**4. 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.
- 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 05-45143 entered into between the State of California Department of Health Services (DHS) 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 percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

### Reminder to Return State Equipment/Property (If Applicable)

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

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

### Patents / Other Issues

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

---

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

Contractor's Legal Name (as on contract): City of Long Beach

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

DHS Distribution: Accounting (Original) Program

**Travel Reimbursement Information**

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 DPA lodging rates may be approved by DHS 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 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 must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

<b>Travel Location / Area</b>	<b>Reimbursement Rate</b>
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 exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to 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.

<b>Meal / Expense</b>	<b>Reimbursement Rate</b>
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 *DHS 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.



**Travel Reimbursement Information**

**Exhibit G (Continued)**

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. 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.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **34 cents** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles they may claim a rate of **37 cents** per mile. If a contractor uses his or her 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.
5. 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.*
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Travel Reimbursement Guide**

<b>Length of travel period</b>	<b>This condition exists...</b>	<b>Allowable Meal(s)</b>
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> <li>• Travel period ends at least one hour after the regularly scheduled workday ends, or</li> <li>• Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m.</li> </ul>	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. *At DHS' discretion, changes or revisions made by DHS to this exhibit, excluding travel policy 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 DHS program policy.*



## INSTRUCTIONS FOR HAS 1203 (Please read carefully.)

The information on this form will be used by the Department of Health Services (DHS) Asset Management Unit to track Contractor equipment and miscellaneous property which is purchased with DHS funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time DHS equipment and/or miscellaneous property has been received, the DHS Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to the DHS Asset Management Unit. The DHS Program Contract Manager is responsible for ensuring that the information is complete and accurate. (See "Special Terms and Conditions" and *Health Administrative Manual*, Section 2-1000 et seq.)

Upon receipt of this form from the DHS Program Contract Manager, the DHS Asset Management Unit will fill in the assigned state/DHS property tag number, if applicable, for each item. Asset Management will return the original form to the DHS Program Contract Manager, along with the appropriate property tags. The DHS 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 DHS warehouse and was issued a property tag by warehouse staff, fill in the tag number. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, serial number, and base unit cost 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/DHS property tags.

**B. Minor Equipment:** Tangible item having a base unit cost less than \$5,000, with a life expectancy of one (1) year or more, and listed on DHS Asset Management Unit's Minor Equipment List. (A Minor Equipment List can be obtained by calling the DHS Asset Management Unit at the telephone number in number 6 below.) These items are issued green numbered state/DHS property tags.

**C. Miscellaneous Property:** Specific tangible items with a life expectancy of one (1) year or more that are purchased with DHS funds (furniture, cabinets, typewriters, desktop calculators, portable dictators, nondigital cameras). These items are issued a green, unnumbered state/DHS property tag. NOTE: It is DHS policy not to tag modular furniture.

3. Provide the DHS Purchase Order (STD. 65) number if the items were purchased by DHS. For all items, provide the date of purchase.

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number.

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 DHS Program Contract Manager should retain one copy and send the original to: Department of Health Services, Asset Management Unit, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1404, Sacramento, CA 95899-7413.

6. Property tags that have been lost or destroyed must be replaced and can be obtained by contacting the DHS Asset Management Unit at (916) 650-0124.



**INSTRUCTIONS FOR HAS 1204**  
**(Please read carefully.)**

The information on this form will be used by the Department of Health Services (DHS) Asset Management Unit to: (a) conduct an annual inventory of DHS equipment and property in the possession of the Contractor and/or Subcontractors; and (b) dispose of these same items. Report all items, per number 1 below, purchased with DHS funds and used to conduct state business under this contract. (See "Special Terms and Conditions" and *Health Administrative Manual*, Section 2-1000 et seq.)

The Contractor is responsible for completing this form and submitting it to the DHS Program Contract Manager. The DHS Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to the DHS Asset Management Unit.

**Inventory:** List all DHS equipment and miscellaneous property on this form and submit it within 30 days prior to the one-year anniversary of the contract's effective date. If applicable, the annual inventory should be based on previously submitted HAS 1203s, "Contractor Equipment Purchased with DHS Funds." DHS Asset Management Unit will contact the DHS Program Contract Manager if there are any discrepancies.

**Disposal:** (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The HAS 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) 60 calendar days before the termination of this contract. After receipt of this form, the DHS Asset Management Unit will contact the DHS Program Contract Manager to arrange for the appropriate disposal/transfer of the items.

1. List the State/DHS property tag number, quantity, description, serial number, and base unit cost for each item of:

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

- Tangible item having a base unit cost less than \$5,000, with a life expectancy of one (1) year or more, and listed on DHS Asset Management Unit's Minor Equipment List. (A "Minor Equipment List" can be obtained by calling the DHS Asset Management Unit at the number listed below.)

C. Miscellaneous Property: **(These items were issued a green, unnumbered state/DHS property tag.)**

- Specific tangible items with a life expectancy of one (1) year or more that are purchased with DHS funds (furniture, cabinets, typewriters, desktop calculators, pocket dictators, nondigital cameras; *modular furniture excluded.*)

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number.

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 DHS Program Contract Manager should retain one copy and send the original to: Department of Health Services, Asset Management Unit, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1404, Sacramento, CA 95899-7413.

For more information on completing this form, call the DHS Asset Management Unit 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

**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

**DHHS** – Department of Health and Human Services

**DHS** - Department of Health Services

**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).

**HIPA** – Health Information Privacy 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 (XRF Instrument)** - X-ray fluorescence instrument. A portable radiation instrument that provides on-site quantitative readings of lead in paint, dust, and soil.