



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
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BOARD OF SUPERVISORS

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July 21, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ACCEPT STANDARD AGREEMENT NO. 05-45144 FROM THE
CALIFORNIA DEPARTMENT OF HEALTH SERVICES TO SUPPORT THE DEPARTMENT
OF HEALTH SERVICES' CHILDHOOD LEAD POISONING PREVENTION PROGRAM
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to accept and sign the attached Standard Agreement No. 05-45144 (Exhibit I) from the California Department of Health Services (CDHS or State), in the amount of \$13,860,768 for the period July 1, 2005 through June 30, 2008, which provides \$4,674,405 for Fiscal Year (FY) 2005-06, \$4,626,553 for FY 2006-07, and \$4,559,810 for FY 2007-08, to support activities of the Department of Health Services' Childhood Lead Poisoning Prevention Program, 100% offset by State and Federal funding (all as distributed through the Standard Agreement).
2. Delegate authority to the Director of Health Services, or his designee to sign amendments, substantially similar to Standard Agreement No. 05-45144, which do not exceed 30% of the total annual amount of the Standard Agreement, subject to review and approval by County Counsel and notification of Board offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving the recommended action, the Board is accepting \$13,860,768 from the CDHS for the period of July 1, 2005 through June 30, 2008, which will support the Department of Health Services' (DHS) Childhood Lead Poisoning Prevention Program (CLPPP) in its provision of effective childhood lead poisoning prevention program services throughout Los Angeles County.

FISCAL IMPACT/FINANCING

Total program costs for the three year contract period of July 1, 2005 through June 30, 2008 are \$13,860,768 (\$4,674,405 for Fiscal Year [FY] 2005-06, \$4,626,553 for FY 2006-07, and \$4,559,810 for FY 2007-08), 100% offset by State and Federal funds (all as distributed through the Standard Agreement). See Attachment A for further budget details. There are no net County costs.

Funding is included in the FY 2005-06 Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, DHS' CLPPP, supported by funds from the CDHS, has provided primary outreach and education prevention activities, case management, surveillance, and environmental investigation of lead poisoning in children to help reduce exposure to lead and ameliorate the consequences of exposure to children residing in Los Angeles County, .

The Board approved the first Standard Agreement with the CDHS for the provision of childhood lead poisoning prevention services on February 1, 1994.

On May 11, 1999, the Board accepted funding under a Special Projects Standard Agreement with the California Childhood Lead Poisoning Prevention Branch (CLPPB) to support targeted childhood lead outreach, education, and screening services in the amount of \$400,000, with no net County cost. Personnel items for DHS' CLPPP were approved under this action.

On July 2, 2002, the Board approved and accepted Standard Agreement No. 02-25050 from the State in the total amount of \$13,467,240 for FYs 2002-03 through 2004-05.

On January 25, 2005, the Department submitted an application to the State CLPPB for funding for DHS' CLPPP for FYs 2005-08.

On June 1, 2005, DHS received Standard Agreement No. 05-45144 from the State CLPPB in the total amount of \$13,860,768 for FYs 2005-06 through 2007-08.

County Counsel has reviewed and approved the attached Standard Agreement No. 05-45144 (Exhibit I) as to form.

Attachment A provides additional information. Attachment B is the Grants Management Statement which the Board instructed all County departments to include in all Board letters for grant awards exceeding \$100,000.

CONTRACTING PROCESS:

Not applicable. It is not appropriate to advertise State agreements on the Los Angeles (L.A.) County Online Web Site as a business/contract opportunity.

The Honorable Board of Supervisors
July 21, 2005
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IMPACT ON CURRENT SERVICE (OR PROCESS):

Approval of the Standard Agreement will ensure continued funding to support activities of DHS' CLPPP to reduce the incidence of lead poisoning in children residing in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:gp

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Childhood Lead.gi.wpd

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

Implement effective childhood lead poisoning prevention program services throughout Los Angeles County.

2. AGENCY ADDRESS AND CONTACT PERSON:

State of California Health and Human Services Agency
 Department of Health Services
 Childhood Lead Poisoning Prevention Branch
 1515 Clay Street, Suite 1801
 Oakland, California 94612
 Attention: Ms. Diane Spalsbury, Staff Service Analyst
 Telephone: (510) 622-5023 / Facsimile (FAX): (510) 622-5023
 Electronic Mail (e-mail) Address: dspalsbury@dhs.ca.gov

3. TERM OF AGREEMENT:

July 1, 2005 through June 30, 2008.

4. FINANCIAL INFORMATION:

Total program costs for the three year contract period of July 1, 2005 through June 30, 2008 are \$13,860,768 (\$4,674,405 for Fiscal Year [FY] 2005-06, \$4,626,553 for FY 2006-07, and \$4,559,810 for FY 2007-08), 100% offset by State and Federal funds (as distributed through the Standard Agreement). There are no net County costs. Funding is included in the FY 2005-06 Adopted Budget and will be requested in future fiscal years.

| | <u>Fiscal Year</u> <u>2005-06</u> | <u>Fiscal Year</u> <u>2006-07</u> | <u>Fiscal Year</u> <u>2007-08</u> |
|---------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Total Program Cost: | \$4,674,405 | \$4,626,553 | \$4,559,810 |
| Less State Funds: | 3,038,763 | 2,992,597 | 2,946,432 |
| Less Federal Funds: | <u>1,635,642</u> | <u>1,633,956</u> | <u>1,613,378</u> |
| Net County Cost: | \$ - 0 - | \$ - 0 - | \$ - 0 - |

5. GEOGRAPHIC AREA SERVED:

Los Angeles County.

6. ACCOUNTABLE FOR PROGRAM MONITORING:

John F. Schunhoff, Ph.D., Chief of Operations, Public Health

7. Approvals:

Public Health: Jonathan Fielding, M.D., Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to use): Allison Morse, Deputy County Counsel

| | |
|---------------------|------------------------------|
| REGISTRATION NUMBER | AGREEMENT NUMBER 05-45144 |
|---------------------|------------------------------|

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

| | |
|---|---|
| STATE AGENCY'S NAME California Department of Health Services | (Also referred to as CDHS, DHS, or the State) |
| CONTRACTOR'S NAME Los Angeles County | (Also referred to as Contractor) |
- The term of this Agreement is: 07/01/05 through 06/30/08
- The maximum amount of this Agreement is: \$ 13,860,768
 Thirteen million eight hundred sixty thousand seven hundred sixty-eight dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

| | |
|---|----------------|
| Exhibit A – Scope of Work | 11 pages |
| Exhibit A, Attachment I – Work Plan | 37 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.

| | | |
|---|---------------------------|---|
| CONTRACTOR | | California Department of General Services Use Only <input type="checkbox"/> Exempt per: |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Los Angeles County | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING John Schunhoff, Chief of Operations, Public Health | | |
| ADDRESS c/o Angie Toyota/CLPPP 5555 Ferguson Drive, Room 210-02, Commerce, CA 90022 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME California Department of Health Services | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| 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 | | |

Exhibit A
Scope of Work

1. Service Overview

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

The Los Angeles County 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 Los Angeles County.

3. Service Hours

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

4. Project Representatives

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

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

Contractor
Angie Toyota, Senior Staff Analyst
Telephone: (323) 869-7171
Fax: (323) 887-5178
Email: atoyota@ladhs.org

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: Angie Toyota
5555 Ferguson Drive, Room 210-02
Commerce, CA 90022
Telephone: (323) 869-7171
Fax: (323) 887-5178
Email: atoyota@ladhs.org

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

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

Objective 1-I.

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

A. Timeline – ongoing

B. Major activities

1. 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.

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

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

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 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

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.

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.*

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

Objective 5-l.

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

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.

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-I through additional activities, as resources allow. An example of such a request is in e., below. If interested in this activity, the CLPPP should so indicate in this Work Plan and the budget, in consultation with the Branch.

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

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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.

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

| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|------------------------------|---|--|
| 1. Designate a CLPPP Coordinator. | Within 30 days of start date | CLPPP Coordinator (#30)- 100% Sec III (#28)- 100% | 1. Completed CLPPP Personnel justification form to be completed with initial contract and within 30 day after any changes occur. |
| 2. The CLPPP Coordinator will conduct and oversee the following activities: 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, trainings for new CLPPP coordinators, time study | Ongoing | AA III (#2) – 100% ISA II (#7) – 100% STC (#32) – 100% Acct II (#1) – 75% EHS Manager (#37)- 100% Sec II (#50)- 100% | 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. 3. CLPPP Coordinator serves as primary contact with the Branch. 4. CLPPP Coordinator participates in the development of the Work Plan, notifies Branch of any needed changes, and monitors compliance of SOW and contract. 5. Meeting minutes documenting CLPPP participation by all CLPPP team members (Health Educators, Nutritionists, Public Health Nurses, Environmental Professionals, and others), Key Staff meetings, Targeted Task Force meetings, MCAH meetings, Fiscal Grant meetings. 6. CLPPP Coordinator submits or has |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|---|----------|-------|--|
| <p>documentation and use of the Branch data system, etc.</p> <p>f. Ensure that all staff providing services to children under this contract have and maintain the qualifications and criteria required by the Branch.</p> <p>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).</p> <p>h. Determine personnel, facilities and equipment needed to support the CLPPP.</p> <p>i. Convene and conduct Key Staff monthly meetings to discuss issues related to the management of the program and related services.</p> <p>j. Convene and conduct Targeted Task Force meetings to evaluate countywide screening policies.</p> <p>k. Participate in monthly Maternal, Child and Adolescent Health (MCAH) meetings for intra-collaboration and to ensure that issues related to childhood lead poisoning are addressed.</p> <p>l. Convene and conduct monthly Fiscal Grant meetings to discuss budget issues with Finance Officer.</p> <p>m. Develop and implement policies and procedures to accomplish CLPPP goals</p> | | | <p>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), equipment inventory.</p> |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|----------|-------|-------------------------|
| n. Evaluate surveillance and caseload data to direct program activities. | | | |

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

Objective 2-I: 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>1. Provide outreach and education to families of high risk children and to child caregivers for such families through the development and implementation Outreach and Education activities according to Branch standards, as indicated in the <i>Planning Guide for Lead Program Coordinators</i>.</p> <p>a. Each fiscal year, CLPPP will increase awareness of the hazards of lead exposure to least 1,000 participants through at least 15 health fairs that target high-risk populations in Los Angeles County by conducting the following activities:</p> <ul style="list-style-type: none"> At least 300 participants will request additional information on childhood lead poisoning prevention. | Ongoing | <p>SHE (#29) -5% HE (#9)-5% HEA1 (#10)-10% HEA2 (#13)-20% HEA3 (#11)-15% CW1 (#5)-25% CW2 (#6)-25% STC (#33)-15% SPW (#56)-40%</p> | <p>1. Biannual Progress Report using the Branch Progress Report format.</p> <p>2. Copies of materials for each activity, including but not limited to:</p> <ol style="list-style-type: none"> Attendance records Class outlines Description of media campaigns or health fairs, target population Pre/post tests "Lead Challenge" post intervention questionnaires will be analyzed and reported Surveys (administered via phone, fax, e-mail, or postcard) Interview forms Numbers reached (e.g., by phone, mailings) Quantities of materials distributed Follow-up phone call surveys |

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|---|----------|---|---|
| <ul style="list-style-type: none"> Subsequent to each event, at least 50% of the participants will receive a follow-up phone call survey to query as to what new behaviors have been initiated as a result of their encounter with CLPPP staff. At least 70% of the participants will report changes in their behaviors. | | | <ul style="list-style-type: none"> i. Target population and post presentation data will be analyzed and reported. 3. Other contract-related information as requested by Branch for program review. |
| <ul style="list-style-type: none"> At least 200 participants who are caregivers of young children will take the "Lead Challenge" and correctly identify two sources of lead and two corrective strategies to avoid exposure during their visit to the CLPPP's display/booth. At least 5 presentations for caregivers will result from initial health fair contacts with at least 80% of the participants demonstrating 90% knowledge competency of lead hazards and strategies to avoid further exposure of young children to lead. | | | |
| <p>b. Each fiscal year, develop and maintain a media plan, which will include press kit designs.</p> <ul style="list-style-type: none"> Develop a media response press kit following State guidelines on various | Ongoing | SHE (#29)-15% HE (#9)-10% HEA1 (#10)-10% CW1 (#5)-5% | <ol style="list-style-type: none"> Biannual Progress Report using the Branch Progress Report format. Documentation of the following on file: <ol style="list-style-type: none"> Media plan developed. Completed media response |

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|--|---|---|---|
| <p>issues that the LACLPPP may need to address in response to inquiries from the press. Have "canned responses" available for "Key Staff".</p> <ul style="list-style-type: none"> In response to newly identified sources of lead (refer to Goal 2-IV, Objective 1, Activity c), educational campaign and media outreach will be developed on an as needed basis. | | <p>CW2 (#6)-5% STC (#33)-5% SPW (#56)-5%</p> | <p>press kit that is reviewed and updated quarterly.</p> <ul style="list-style-type: none"> Numbers of educational materials distributed and the number of media outlet will be recorded. |
| <p>c. Each fiscal year, increase awareness of the hazards of lead poisoning through an extensive school outreach program that will be conducted at schools in or adjacent to high-risk census tracts in Los Angeles County.</p> <ul style="list-style-type: none"> Letter of Endorsement from the Superintendent's office for LAUSD, LA County Board of Education and the Los Angeles Archdioceses for Catholic Schools will be received, copied and distributed to all public and private schools in LA County along with information on curriculum materials, order forms and entries forms for the annual Lead Poisoning Prevention Awareness/Art Contest. | <p>August/ September of each FY</p> | <p>HEA3 (#11)-35% CW1 (#5)-30% CW2 (#6)-20% STC (#33)-10% SPW (#56)-20%</p> | <ol style="list-style-type: none"> Biannual Progress Report using the Branch Progress Report format. Documentation of the following on file: <ol style="list-style-type: none"> Completed letters mailed to all schools. Follow-up calls to school principals in high-risk areas that have not registered to participate will be completed to ascertain and encourage their involvement. Quarterly reporting of request for materials categorized by their relationship to high-risk census tracts. Maintain order sheet log. Entries received will correspond with registrations for the Art contest. Follow-up calls one month prior to contest deadline will be made to schools whose |
| <ul style="list-style-type: none"> Present CLPP Awareness/Art at | <p>September -December</p> | | |

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|--|--|-------|--|
| <p>School Nurse meetings.</p> <ul style="list-style-type: none"> At least 120 schools will request curriculum/educational materials for use in the classroom and/or to send home to parents. Distribution of requested materials will be completed within 2 weeks of receipt of order. Students in Kindergarten through 6th grade and targeted pregnant teen classes will submit at least 350 entries to the Annual Childhood Lead Poisoning Prevention Awareness art contest. | <p>October-December of each FY</p> <p>November/December of each FY</p> | | <p>entries have not been submitted at that time.</p> <p>e. Documentation of winning entries on file.</p> <p>f. Attendance records, class outlines, target population and post presentation data will be analyzed and reported.</p> |
| <ul style="list-style-type: none"> A winning student, from each grade, will receive recognition during a school event. Effort will be made to coincide with National Poison Prevention Week in March, and to involve the Board of Supervisors of LA County in recognizing the students and their artwork during a Board meeting. At least 30 educational presentations will be conducted for parent groups/PTAs at schools in or adjacent to high-risk census tracts. Of the attendees, at least 80% of will | <p>May of each FY</p> <p>Ongoing</p> | | |

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|--|---|---|--|
| <p>correctly answer five specific post-presentation knowledge assessment questions about the hazards of lead exposure and childhood lead poisoning prevention.</p> <p>d. Each fiscal year, develop liaisons and training with child care givers and child care providers, especially those whose facilities are in high-risk census tract.</p> <ul style="list-style-type: none"> • Develop and maintain a working relationship with California State Community Care Licensing – Child Care to develop promotion, outreach and educational trainings for new and existing licensees. • Develop and maintain a working relationship with First 5 LA and the Los Angeles Universal Preschool program (LA-UP) to develop promotional, outreach and educational activities to promote lead safety at child care facilities. • Provide trainings to at least 200 Childcare providers using the California Child Care and CLPPB curriculum. <ul style="list-style-type: none"> - Coordinate presentation sites at | <p>Ongoing</p> <p>July-April of each FY</p> <p>Aug of each FY</p> | <p>SHE (#29)-5% HE (#9)-10% HEA1 (#10)-10% HEA2 (#13)-30% HEA3 (#11)-10% CW1 (#5)-15% CW2 (#6)-15% STC (#33)-5% SPW (#56)-10%</p> | <ol style="list-style-type: none"> 1. Biannual Progress Report using the Branch Progress Report format. 2. Documentation of the following: <ol style="list-style-type: none"> a. Progress notes and correspondences will be kept on file. b. Post training questionnaires will be analyzed and reported. c. Sign-in sheets will be kept on file. d. Intent forms signed by at least 80% of participants. e. Post child-care intervention follow-up visit questionnaires will be analyzed and reported. f. Post training questionnaires will be analyzed and reported. g. Attendance records, class outlines, target population and post presentation data will be analyzed and reported. |

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|---|----------------------------|--|-------------------------|
| <p>local hospital facilities.</p> <ul style="list-style-type: none"> - Develop and distribute registration brochure. - At least 80% of the childcare participants will express their intention to implement lead hazard identification and reduction activities as required. | <p>Oct/Nov of each FY</p> | | |
| <ul style="list-style-type: none"> - At least 50% of the childcare participants will show evidence of lead awareness activities during post-training visits to their facilities (i.e. educational materials visible, cleaning schedule posted, report of inspection schedule implemented). - At least 80% of attendees at each of the trainings will answer correctly 85% of the post-presentation knowledge assessment questions regarding the hazards of lead exposure and lead reduction activities. | <p>May-June of each FY</p> | | |
| <ul style="list-style-type: none"> • As a result of outreach to Childcare providers, CLPPP will provide at least 15 parent presentations where at least 80% of attendees will correctly answer five specific post-presentation knowledge assessment questions about the hazards of lead exposure | <p>Ongoing</p> | <p>SHE (#29)- 2.5% HE (#9)-10% HEA1 (#10)- 10% HEA2 (#13)- 10%</p> | |

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|--|----------------|--|--|
| <p>and childhood lead poisoning prevention.</p> | | <p>HEA3 (#11)-10% CW1 (#5)-10% CW2 (#6)-10% STC (#33)-5% SPW (#56)-15%</p> | |
| <p>e. Coordination with local colleges and universities will be established to train professionals and students who are becoming teachers and nurses.</p> <ul style="list-style-type: none"> • Presentations will be conducted in classes in at least ten colleges/universities/technical colleges. Attendees will demonstrate a 10% increase in knowledge as measured on pre and post questionnaires. • At least five presentations in other settings such as school nurse meetings, professional conferences and other meetings. Attendees will demonstrate a 10% increase in knowledge as measured on pre and post questionnaires. • Facilitate two (2) one hour Medical Grand Rounds and two (2) one hour Nursing Grand Rounds annually, to at least 200 medical, physician assistants, and nursing students, who | <p>Ongoing</p> | <p>SHE (#29)-10% HE (#9)-10% HEA1 (#10)-10% STC (#33)-5%</p> | <ol style="list-style-type: none"> 1. Biannual Progress Report using the Branch Progress Report format. 2. Documentation of the following: <ol style="list-style-type: none"> a. Pre and Post training questionnaires will be analyzed and reported. b. Maintain copies of attendance sheets, course outline post-test and evaluation forms. c. Determine the increase in knowledge of students attending the training prior to beginning of their professional clinical practice. d. Develop and maintain a summary of overall evaluation of student and provider presentations. |

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|---|----------|-------|-------------------------|
| <p>are becoming teachers enrolled at various vocational schools, colleges and Universities.</p> <ul style="list-style-type: none"> - Contact and liaison with local colleges and universities. - Coordinate with the Branch Medical consultant and Nurse Consultant. - Obtain speaker's Curriculum Vitae, PowerPoint presentation, course outline, objectives and documents of approval for continuing medical education (CME) credits from the branch. - Coordinate training packet materials and their assembly, and audiovisual equipment needed for presentations. - Collaborate with nurse manager to arrange for a 15-minute presentation on case management services in Los Angeles County. This presentation is to be given by a public health nurse case manager during Grand Rounds. - Obtain CME certificates from the branch and issue to those participants, who complete both post- test and evaluation forms. - Send copies of attendance | | | |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|--------------|--|--|
| <p>sheets, post test and evaluation forms to branch CME coordinator.</p> <ul style="list-style-type: none"> - Summarize evaluations, post test results evaluations, and any comments. | Ongoing | <p>SHE (#29)-20% HE (#9)-10% HEA1 (#10)-5% STC (#33)-20% SPW (#56)-10%</p> | <ol style="list-style-type: none"> 1. Biannual Progress Report using the Branch Progress Report format. 2. Documentation of the following of file: <ol style="list-style-type: none"> a. List of agencies located in and adjacent to high-risk census tracks kept on file. b. Minutes and sign-in sheets of meetings will be maintained. |
| <p>f. Each fiscal year, the CLPPP team will attend, maintain records for and participate in at least 11 meetings of the CLPPP Council, the Southern California Health and Housing Council. The Council represents a coalition of stakeholders working outside the Health Department to address childhood lead poisoning prevention issues.</p> | October 2006 | <p>SHE (#29)-10% HE (#9)-10% STC (#33)-10%</p> | <ol style="list-style-type: none"> 1. Biannual Progress Report using the Branch Progress Report format. 2. Documentation of the following on file: <ol style="list-style-type: none"> a. Sign-in sheets will be maintained. b. Minutes of planning meetings will be maintained. c. Event announcements and other records will be maintained. |
| <p>g. LA CLPPP will collaborate with the Southern California Health and Housing Council to support the implementation of a lead poisoning prevention event which targets one or more of the following: medical providers, contractors, schools, property owners, child care providers and city housing officials. Event will try to coincide with National Childhood Lead Poisoning Prevention Week in October 2006.</p> | | | <ol style="list-style-type: none"> 1. Biannual Progress Report using the Branch Progress Report format. 2. Documentation of the following on file: |
| <p>h. Assure that during the initial PHN home visit, 100% of the children identified as a case and their high-risk household members are informed of how to prevent lead poisoning.</p> | | | |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|----------|---|---|
| <ul style="list-style-type: none"> Each year of the contract, CLPPP will review and revised (as necessary) the "Parent Education Note" (PHN documentation filed in the medical record) to assure that during the initial PHN home visit, the case and their high risk household members are informed of how to prevent lead-poisoning. Each year of the contract, CLPPP will ensure that 100% of all newly defined cases are enrolled in the "Bucket Incentive Program" The "Bucket Incentive Program" includes the household supplies necessary to effective wet-mop floors in the case's home. | Ongoing | Nurse Mgr - 2% 2-APS's - 5% 7-PHN's - 5% HEA (#12) - 15% | <ol style="list-style-type: none"> Parents Education Note" filed in the medical record. Nursing Audit Tool. Log of Bucket Incentive Program. |

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 |
|--|----------|-------------------|---|
| <ol style="list-style-type: none"> Provide outreach and education to health care providers in a clinic setting. 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); screening; | Ongoing | APS In-Kind - 10% | <ol style="list-style-type: none"> Biannual Progress Reports using the Branch Progress Report format. Copies of presentation or conference materials. Evaluation reporting |

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|--|----------|--|---|
| <p>retesting; developmental assessment; and of available case management services. The presentations will include, new secondary sources of lead identified annually.</p> <p>a. Each fiscal year, conduct five (5) one hour, on site presentations to health care providers at local County Comprehensive Health Centers.</p> <p>b. Each fiscal year, coordinate with the Branch Medical consultant and Nursing Consultant to conduct Grand Rounds to at least Two Hundred (200) practicing health care providers.</p> <ul style="list-style-type: none"> - Contact and liaison with CME coordinators, and professional as well as ethnic health care associations, to arrange one-hour on site Grand Rounds Sessions. - Obtain speakers Curriculum Vitae, Power Point presentation and copy of the approval documents for CME credit and CME certificates from the Branch. - Send copies of the attendance sheets, post – test, evaluations to the Branch. <p>c. Each fiscal year, the PHN will present 3 times a year, a half -hour Grand Rounds presentation to health care providers, Nurse Practitioners, and school nurses.</p> | | <p>2-APS's - 5% 7-PHN's - 5% HEA (#12)-5% STC (#34)-3%</p> | <p>a. Attendance records b. Numbers reached for mailings surveys c. Post tests, evaluation forms and comments from participants.</p> <p>4. Status reports, case management information, and other contract-related information as requested by Branch for program review.</p> <p>5. Make recommendations on improving provider training sessions by using the tools listed above.</p> |

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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 |
|---|----------|--|---|
| <p>1. Maintain collaborative working relationships with local enforcement agencies and where applicable, the local Lead Hazard Reduction Compliance and Enforcement Program (LHRCEP).</p> <p>a. Attend inter-agency meetings.</p> <p>b. Develop policies and procedures to implement LHRCEP activities.</p> | Ongoing | Chief EHS - 15% | <p>1. Biannual Progress Reports using the Branch Progress Report format. Be sure to maintain and report, for each six-month reporting period:</p> <p>a. Number of phone calls, referrals, and inter-agency conferences</p> <p>b. Number of collaborative actions</p> <p>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).</p> |
| <p>2. Participate in local LHRCEP (where applicable).</p> <p>a. Utilize the 1-800 line to maintain a log of referrals to the LHRCEP.</p> <p>b. Develop collaborative relationships through SCHHC with at least five key building supply companies and associations to foster training of construction trade workers on EPA requirements for construction on pre-1978 homes.</p> | Ongoing | Chief EHS - 10% SHE (#29)- 2.5% HE (#9)-10% HEA1 (#10)- 10% HEA2 (#13)- 10% HEA3 (#11)- 10% | <p>As above and</p> <p>3. Develop a plan with each of these entities on methodologies to promote safe lead practices.</p> <p>4. Track estimated numbers reached by displays.</p> |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|----------------|--|--|
| <p>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.</p> | | <p>CW1 (#5)-10% CW2 (#6)-10% STC (#33)-5% SPW (56)%-5%</p> | |
| <p>4. Promote displays and education concerning lead hazard awareness in hardware and home improvement stores, including paint stores. 15-20 hardware stores will be contacted each fiscal year and agree to have displays/brochures. Brochures will be restocked every quarter, as needed. Carry out in collaboration with local LHRCEP and CDC.</p> | | | |
| <p>5. Inform Health Care Providers of LHRCEP and encourage them to inform their high-risk families, about unsafe work practices.</p> <ul style="list-style-type: none"> - Collaborate with CDC health educator on developing a low literacy flyer on what lead poisoning is and related safe work practices that minimize lead exposure during re-painting and re-modeling projects. - Supply Health Care Providers with PDF formatted educational flyers in English and Spanish on safe work practices. | <p>Ongoing</p> | <p>APS in-kind 2%</p> | <p>As above, and</p> <ol style="list-style-type: none"> 5. Track number of educational materials distributed, etc. 6. Process evaluation will include, assessing how many families reported unsafe work practices as suggested by their health care provider 7. Keep an account of how many providers received the materials, to share with their families at risk of exposure to lead, due to unsafe work practices. |

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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 |
|---|----------------|--|--|
| <p>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.</p> <p>a. Collect and analyze any new or suspicious products for lead contamination on initial inspection or follow-up.</p> <p>b. Maintain a database of all products and items tested and reported to the Branch.</p> <p>c. Health Education Unit will provide support to this objective as part of Goal 2, Objective 2-1, Activity 4.</p> | <p>Ongoing</p> | <p>Chief EHS 5% 8-EHSIII's - 14% 2-EHS IV's - 5% EHSS (#48) - 5% STC (#51) - 10%</p> | <p>1. Reports of sources by telephone, fax, mail, e-mail or in person to the Branch. 2. The EHS IV and EHSS conduct daily reviews of case documentation to determine any new or suspicious sources of lead exposure.</p> |

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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. Update list 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 and meet with them during the first quarter of FY.</p> <p>2. Maintain a list of health care providers, who participate in Medi-Cal Managed health care plans (e.g., CHDP, LA Care programs, Head Start and Early Start, WIC), and conduct liaison activities that result in annual health care provider training activities. Attend liaison meetings as requested when Lead poisoning case management issues arise.</p> <p>3. Collaborate with the liaisons in developing strategies for implementing the CLPPP outreach and education</p> | Ongoing | SHE (#29)- 2.5% | <p>4. Biannual Progress Reports using the Branch Progress Report format.</p> <p>5. 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).</p> <p>6. 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).</p> |
| <p>3. Collaborate with the liaisons in developing strategies for implementing the CLPPP outreach and education</p> | Ongoing | SHE (#29) -5% HE (#9) - 5% HEA1 (#10)- | <p>1. Biannual Progress Reports using the Branch Progress Report format.</p> <p>2. Copies of all new and/or revised health</p> |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|----------------|---|---|
| <p>a. Attend meetings held by the various groups to ensure that childhood lead poisoning prevention is addressed and information shared.</p> <p>b. Obtain copies of current information regarding CHDP, Medi-Cal, Healthy Families for distribution during outreach activities.</p> <p>c. Incorporate lead awareness information with health education materials from other agencies, as appropriate.</p> <p>d. Develop and periodically distribute to local agencies list of CLPPP's outreach and education activities. Invite agencies to participate, when appropriate.</p> <p>e. Each year of the contract, coordinate and collaborate with MCAH Liaison to integrate services between the Nurse Family Partnership (NFP), Prenatal Care Guidance (PCG) and CLPPP. CM will be responsible for the oversight and development of</p> | <p>Ongoing</p> | <p>10% HEA2 (#13)- 5% HEA3 (#11)- 5% CW1 (#5)-5% CW2 (#6)-5% STC (#33)- 10%</p> <p>Nurse Mgr -9% 2-APS's - 10% 7-PHN's - 5% HEA (#12) - 10% STC (#34) - 10%</p> | <p>education materials approved by the Branch</p> <p>3. List of outreach activities will be maintained on file.</p> <p>4. Copies of materials, typed minutes and joint home visit rosters.</p> <p>5. Copy of module and lead awareness packet for program review upon request</p> |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|---|----------|--|---|
| <p>the activities below:</p> <ul style="list-style-type: none"> - Meet as needed with MCAH home visitation programs to ensure that childhood lead poisoning prevention information is shared - Incorporate as needed, lead awareness information with health education materials from MCAH home visitation programs - Develop a client referral form that can be used by MCAH as a referral for lead screening - Develop a client referral guide and brochure that will be used by CLPPP PHNs to refer patients to MCAH services - Plan, schedule and complete joint home visits between the CLPPP and MCAH PHNs | | | |
| <p>f. Each year of the contract, collaborate with the LAC-DHS Community Health Services (CHS) Liaison to develop and present, each quarter, a one-hour Lead Orientation Module, which outreaches and educates newly hired Los Angeles County public health nurses.</p> | Ongoing | 2-APS's - 5% HEA (#12) - 5% STC (# 34) - 10% 7-PHN's - 5% ITC (#13) - 5% ITC (#14) - 5% | |
| <p>4. Invite liaisons from the local organizations to the monthly Southern</p> | Ongoing | SHE (#29)- 2.5% | 1. Biannual Progress Reports using the Branch Progress Report format. |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|----------------|---|---|
| <p>California Health and Housing Council meeting.</p> <p>a. Ensure that the agenda covers issues related to attendee's primary focus.</p> <p>b. Distribute information regarding childhood lead poisoning and related information.</p> <p>c. Include attendees in plans for outreach and educational activities.</p> <p>5. Conduct liaison activities with additional groups such as Early Start, Black Infant Health, Maternal Child and Adolescent Health, Esperanza, Pacoima Beautiful and other local groups in the jurisdiction that conduct health-related outreach and education.</p> <p>a. Invite agencies to participate in CLPPP outreach activities, as appropriate.</p> <p>b. Provide agencies with lead awareness health education materials.</p> | <p>Ongoing</p> | <p>STC (#33)-10%</p> <p>SHE (#29)-5% HE (#9)-5% HEA1 (#10)-5% HEA2 (#13)-5% HEA3 (#11)-5%</p> | <p>2. Agenda, minutes and attendance logs</p> <p>3. List of outreach activities</p> <p>1. Biannual Progress Reports using the Branch Progress Report Format</p> <p>2. List of outreach activities will be maintained on file.</p> |

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| Activities to Support the Objective and of available case management services. | Timeline | Staff | Evaluation/Deliverables |
|---|----------|--|---|
| <p>d. Each fiscal year, CLPPP will consult with the local CHDP and Medi-Cal-Managed Care partners to review and make appropriate revisions to the case management guidelines for clinical management of elevated blood levels (MATRIX) as needed.</p> <p>e. Each fiscal year, CLPPP will collaborate (as scheduled) with CDC-Health-Sub Committee, CHDP, LACare, and Healthy Homes Collaborative to develop a work plan for implementing a mechanism for documenting lead screening on the yellow-immunization card.</p> | Ongoing | <p>Nurse Mgr - 5% STC (#34) - 2%</p> <p>Nurse Manager- 5%</p> | <p>7. Maintain current CHDP Provider updates and program letters on file.</p> <p>8. Maintain copies of the minutes and CDC progress report for Program review</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> <p>a. Each fiscal year, assure that when a family is identify at risk from take home exposure, the CLPPP will mail the following health education materials/letter to the family:</p> <ul style="list-style-type: none"> - "Don't Take Lead Home from Job" lead awareness materials - Send a notification letter to take-home workers to encourage BLL testing for their children and provide resource information | Ongoing | <p>Nurse Manager - 2% Epidemiologist- 10% STC (#34) - 10% ITC (#14&15)- 15% SPW (#55) -15%</p> | <p>1. Log book of mailings available for program review.</p> |
| <p>4. Improve access and remove barriers to screening by</p> | Ongoing | APS (in-kind) | <p>1. Biannual progress reports</p> |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|----------|----------------------------|--|
| <p>building fingerstick testing capacity.</p> <p>a. Inform health care providers about the fingerstick training on the recommended CDC technique and as advised by CHDP upon certification.</p> <p>b. Provide training for health care provider staff, and phlebotomist from various laboratories, to increase the access to appropriate finger stick testing.</p> <p>c. Conduct quality assurance (QA) activities to assess which publicly funded providers have sent staff to the finger stick training.</p> <p>d. Minimize false positive rates as a barrier to accessible finger stick testing.</p> <ul style="list-style-type: none"> - Devise an assessment tool for confirming false positive results for the PHN case manager use and audit purposes. - Encourage providers and laboratories to send staff to the finger stick training if they wish to continue capillary sampling after the occurrence of false positive results. <p>e. Collaborate and conduct bi-annual meetings with such organizations as CHDP and LA CARE on QA activities as it relates to non-compliance of providers and labs on screening practices and willingness to train staff.</p> <p>f. Consult the Branch on non-compliant health care</p> | | <p>40% 7 PHN's -1%</p> | <p>using Branch Progress Report format.</p> <ol style="list-style-type: none"> 2. Fingerstick Training information posted on the CLPPP website and in various provider publications. 3. Documentation of RASSCLE system queries to review potential screening practice profiles, as only one of the indicators for the need to offer provider training. 4. Maintain a database with the names of health care provider, their staff and phlebotomist with respective lab name, who attended past fingerstick training sessions. 5. Documentation of RASSCLE system queries to determine which health care providers are using the fingerstick method of sampling. Cross-reference with the database of providers previously trained. 6. Obtain and maintain a monthly false positive list with provider and patient information. 7. Documentation of monthly chart audits on provider profiles experiencing false |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|----------|--|---|
| <p>providers and labs.</p> | | | <p>8. Meeting minutes on file.</p> |
| <p>5. Identify high-risk communities or neighborhoods in which to focus outreach strategies.</p> <ul style="list-style-type: none"> a. Annually review and modify high-risk areas based on approved criteria. b. Submit new list of high-risk areas to CLPPP Coordinator. c. Develop maps of new high-risk areas. | Ongoing | Epidemiologist-10% | <ul style="list-style-type: none"> - Description of maps of high-risk areas. |
| <p>6. Engage local community-based and ethnic organizations to assist in outreach to providers and at-risk communities or providers.</p> <ul style="list-style-type: none"> a. Schedule, conduct and participate in outreach activities in designated high-risk areas. b. Provide community-based and ethnic organizations with outreach material upon request and widely distribute the 1-800-LA4-LEAD telephone number. c. Invite appropriate organizations to join the Southern California Health and Housing Council. | Ongoing | <p>SHE (#29)-5% HE (#9)-5% HEA1 (#10)-10% HEA2 (#13)-20% HEA3 (#11)-10% CW1 (#5)-10% CW2 (#4)-10% SPW (#56)-5%</p> | <ul style="list-style-type: none"> - Schedule and list of activities will be maintained on file. - Events will be reported in the bi-annual progress report. |
| <p>7. An annual WIC project will focus on referring children for lead blood test screening.</p> <ul style="list-style-type: none"> a. Of the children referred for screening, at least 80% will have referral forms returned. Incentive program for return of referral form will be evaluated for effectiveness. b. During each year of the project, CLPPP will | Ongoing | <p>SHE (#29)-5% HE (#9)-5% HEA1 (#10)-10% APS (in-kind) 10%</p> | <ul style="list-style-type: none"> - Biannual Progress Reports using the Branch Progress Report Format. - Status Reports and notes from meetings with WIC agency and LAC/DHS CHC personnel. - MOUs obtained and on file. - Numbers of children screened |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|---|----------|-------|---|
| <p>facilitate a one-hour onsite Lead Awareness and Update training. Attendees anticipated will be professional staff of all WIC organizations within Los Angeles County.</p> <ul style="list-style-type: none"> c. Conduct QA activities, by identifying those publicly funded providers who appear not to be screening WIC recipients with anemia for Lead poisoning. Offer onsite training. d. Develop and Revise MOU with WIC providers as needed. | | | <ul style="list-style-type: none"> - reported. - Obtain post-test and evaluation forms from training participants. - Review of RASSCLE profiles of health care providers who appear not to be screening as indicated by the referrals. - Documentation of phone survey of screening practice and on site trainings conducted. |
| <p>8. An annual project with LAC/DHS Comprehensive Health will focus on providing children with lead blood testing services.</p> <ul style="list-style-type: none"> a. Of the children referred for screening, at least 80% will have referral forms returned. Incentive program for return of referral form will be evaluated for effectiveness. b. During each year of the MOU, CLPPP will facilitate a one-hour onsite Lead Awareness and Update training. Attendees anticipated will be professional staff of all LAC/DHS Comprehensive Health Centers. c. Conduct QA activities, by identifying those centers who appear not to be screening children with anemia for Lead poisoning. Offer onsite training d. Revise MOU as needed. | Ongoing | | |

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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 |
|--|----------------|--|---|
| <p>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:</p> <ul style="list-style-type: none"> a. California Health and Safety Code Section 105275 <i>et seq.</i> (appropriate case management); b. Title 17 Section 35000 <i>et seq.</i> (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards); c. The Branch Binder of Program Letters. d. Los Angeles County, DHS Mandates, Policies and Procedures. | <p>Ongoing</p> | <p>Nurse Mgr -30% 2-APS's - 24%</p> | <p>For all of the activities under this objective:</p> <ol style="list-style-type: none"> 1. Biannual Progress Reports using the Branch Progress Report format. 2. Status reports, case management information, and other contract-related information as requested by the Branch for program review. 3. Branch Lead Poisoning Follow-Up Forms. 4. Maintain on file: <ul style="list-style-type: none"> - Monthly reports generated by the Epidemiology Unit for Case Management; - Results of special data requests by Case Management and Environmental Health for monitoring and evaluation purposes. |
| <p>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:</p> | <p>Ongoing</p> | <p>Chief EHS - 30% 2-EHS IV's - 45% EHSS (#48) - 40% 8-EHS III's - 80%</p> | <p>As above</p> |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|---|----------|---|-------------------------|
| <p>a. The Branch <i>Public Health Nursing Manual (PHN Manual)</i> and updates; b. Title 17 Section 35000 <i>et seq.</i> (Lead-Related Construction, Accreditation, Certification, and Work Practice Standards); c. <i>Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998</i>, 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 <i>Surveillance and Data Management Manual</i>. - Monitor follow-up activities using RASSCLE data, such as timeliness of home visits, redraws of elevated blood lead levels (EBLs) and venous confirmation of capillary EBLs. - Ensure that all the information in the Lead Poisoning Follow-Up Forms are accurately entered into RASSCLE within two weeks of received date.</p> | | <p>STC (#51) - 80% SPW (#57) - 90% Nurse Mgr - 31% 2-APS's - 31% STC (#34) - 25% Epidemiologist 30% STC (#35) - 40%</p> | <p>As above</p> |
| <p>h. The EHS IV's review all cases assigned and on a weekly basis of their findings are entered into the LOGCASA, EHMIS, and lab-tracking databases and office logs which are reviewed by the EHS IV,</p> | | | <p>As above</p> |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|---|----------|--|---|
| <p>EHSS, and Chief EHS to assure that the following activities have occurred:</p> <ul style="list-style-type: none"> - Case received by EH Unit - Initial inspection conducted - Lab samples submitted for analysis - Lab results received by EH unit <p>i. The Chief EHS reviews charts to assure that:</p> <ul style="list-style-type: none"> - Copies of state forms sent to Epi Unit - State follow-up forms pages 10-17 with Appendices A1, A2, B and C are in the chart and accurately completed with documentation that Appendix C was mailed to the primary medical provider. - Abatement orders issued when necessary. - Office Hearings conducted when necessary. - Referrals to LHRCEP for prosecution when necessary. - Clearance/closure inspection documentation in file. | Ongoing | <p>7-PHN's - 20% Epidemiologist 5% STC (#34) - 15% ITC (#14&15)- 15% SPW (#55) -</p> | <p>As above, and</p> <ul style="list-style-type: none"> - A sample copy of the provider notification packet available as requested for program review. - Documentation in Medical Records |

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|---|----------|--|---|
| treatment as indicated, and recommends an environmental investigation. | | 15% HEA (#12) - 15% | |
| 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 | 7-PHN's - 4% STC (#34) - 5% ITC (#14&15)- 15% SPW (#55) - 15% HEA (#12) - 15% | As above, and - Log of referrals to CCS available for program review |
| 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 | 7-PHN's - 4% HEA (#12) - 5% | As above, and - RASSCLE database - Nursing Audit Tool |
| 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 | 7-PHN's - 4% HEA (#12) - 5% | As above, and - RASSCLE Database - Lead Poisoning Follow-Up Form |
| 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 | 7-PHN's - 5% HEA (#12) - 5% | As above, and - RASSCLE Database - Lead Poisoning Follow-Up Form |
| 8. Submit Follow-Up Forms to the Branch in | Ongoing | 7-PHN's - 15% | As above |

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|--|----------|---|---|
| <p>a timely fashion, as specified in the <i>PHN Manual</i> and the Branch Binder of Program Letters.</p> | | <p>STC (#34) - 15% ITC (#14&15) - 25% SPW (#55) - 25%</p> | |
| <p>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>.</p> | Ongoing | <p>7-PHN's - 5% HEA (#12) - 5% ITC (#14&15) - 5% SPW (#55) - 5%</p> | As above |
| <p>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.</p> <p>a. Maintain records that assure that:</p> <ul style="list-style-type: none"> - Staff that utilize XRFs are licensed by the California DHS Radiological Health Branch as required in Health and Safety code section 115056, and the California Code of Regulations Title 17, Sections 30194 and 30195, and are proficient in the use of the XRF equipment. - Staff are Registered Environmental Health Specialists in accordance with HSC section 06600, and are Certified lead in Construction Inspector/Assessors in accordance with CCR Title 17, section 35001. <p>b. Conduct field safety inspections of all</p> | Ongoing | <p>EHSS (#48) - 30% 2- EHS IV's - 25% STC (#51) - 10% SPW (#57) - 10%</p> | <p>- Monthly submission of XRF Print-out form, EI/Clearance, or office practice if no fieldwork was done. - Conduct routine maintenance and assure bi-annual resourcing of each XRF instrument.</p> |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|---|----------|-------|---|
| <p>authorized users and storage locations.</p> <ul style="list-style-type: none"> c. Conduct leak tests on all XRFs every six months and provide results to the applicable XRF users within 24 hours after receipt of the bioassay report. d. Post personal dosimetry results in a conspicuous location for all XRF users to review. e. Notify the CLPPB within five working days of names of individuals that are to be added or deleted from the radioactive Materials License. | | | |
| <p>11. Each year of the contract, assure that when a case is defined that the PHN has 100% compliance with the following case management services and activities:</p> <ul style="list-style-type: none"> - Initial Home visit within time frames established by the Branch - Referral to EH for home investigation within time frames established by the Branch - Nutritional assessment - CCS Referral - Medi-Cal Questionnaire - Developmental assessment - Mailing of Appendix C - Preventive Teaching - Submission of LPPF to Epi Unit within 45 days of initial home visit - Subsequent follow-up conduct every 3-4 months | Ongoing | | 1. Biannual Progress Reports using the Branch Progress Report format. |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|----------|---|---|
| <ul style="list-style-type: none"> - Closure LPPF submitted to Epi within 45 of PHN date closed. - Submission of LPPF to the CLPPB within 60 days of the initial home visit. <p>a. Each year of the contract, review and revise the PHN/APS audit tool, which tracks compliance with the above interventions and services.</p> <p>b. Each year of the contract, conduct ongoing peer reviews to collect data, which computes the compliance rate.</p> | Ongoing | <p>Nurse Mgr - 2%</p> <p>2-APS's - 5%</p> <p>7-PHN's - 5%</p> <p>STC (#34) - 5%</p> <p>Nurse Mgr 10%</p> <p>7-PHN's - 5%</p> <p>2-APS's - 15%</p> <p>ITC (#14&15) - 10%</p> <p>SPW (#55) - 15%</p> | <ul style="list-style-type: none"> - Copy of revised nursing audit tool submitted to the CLPPB for review and approval. - Bi-annual report <p>1. Biannual Progress Reports using the Branch Progress Report format.</p> |
| <p>12. Assure that 90% of the case referred to Environmental Health have documented and filed in the medical record, the following information:</p> <ul style="list-style-type: none"> - Status of last EH visit conducted for clearance inspection - Date the updated Appendix C was mailed to the primary provider <p>a. Each year of the contract, collaborate with EH Unit to review and revise an evaluation tool which tracks EH compliance with the above documentation</p> | | <p>Nurse Mgr - 2%</p> <p>2-APS's - 5%</p> <p>7-PHN's - 5%</p> <p>Chief EHS – 2%</p> <p>8-EHS III's - 5%</p> | <ul style="list-style-type: none"> - Copy of evaluation tool attached to the bi-annual report. |

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|---|----------|---|-------------------------|
| b. Each year of the contract, conduct on-going chart reviews to collect data, which computes the compliance rate. | | Nurse Manager - 2% Chief EHS - 2% ITC (#14&15) - 10% SPW (#55) - 10% | - Bi-annual report. |

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

Objective 5-1: 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 |
|--|----------|---|--|
| <p>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.</p> <p>Progressive Enforcement Procedures:</p> <ul style="list-style-type: none"> - Re-inspections to verify compliance. - Administrative Office Hearings held for non-compliant property owners. - Referrals made to other enforcement agencies, as necessary. - California Franchise Tax Board notified to | Ongoing | Chief EHS - 15% EHSS (#48) - 10% 2-EHS IV's - 10% | <ol style="list-style-type: none"> 1. A copy of relevant page Branch Lead Poisoning Follow-up Form for those addresses achieving clearance, attached to the appropriate Progress Report. 2. Biannual Progress Reports using the Branch Progress Report format. 3. Quarterly reviews compiled into a semi-annual report by the Chief EHS. 4. Documentation of Administrative Office Hearings will be maintained on file for review. |

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|--|----------|---|---|
| <p>withhold tax benefits on property after six months of non-compliance.</p> <ul style="list-style-type: none"> - Referrals made to City Attorney or district Attorney office for prosecution. - Meet with CA/DA offices to ensure that cases are accepted and charges are filed against non-compliant property owners. - Daily reviews of case documentation are performed by the EHS IVs and EHSS. - The Chief EHS reviews 10% of assigned cases during the previous quarter to ensure progressive enforcement, and uses the EHMS database to track case progress. | | | <p>5. Documentation of meetings with CA/DA maintained on file for review.</p> <p>6. Environmental Health Management Information System data used to track case progress is maintained and available for review.</p> |
| <p>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.</p> | | N/A | |
| <p>3. When investigation of a reported EBL finds the affected child living in a multiple family dwelling, the EP will ensure that all lead hazards located on the subject property are reduced or eliminated with primary focus on the child's unit, play areas, and common areas of the building, followed by secondary elimination or reduction of all other lead hazards at the property.</p> | Ongoing | Chief EHS - 10% 2-EHS IV's - 10% EHSS (#48) - 10% | <p>7. As above, and</p> <p>8. Develop a schedule to reduce lead hazards in all other units of the building and all areas of the property in a reasonable time frame, and maintain these schedules for re-inspection purposes and for review by the state.</p> |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|--|----------|---|--|
| 4. Ensure disclosure of Notice of Violation (NOV) for lead hazards to prospective buyers of properties by attaching a copy of the NOV to the title of the property if compliance has not been gained within three months of the date of the NOV. | Ongoing | Chief EHS - 10% 2-EHS IV's - 5% EHSS (#48) - 5% | 9. As above, and 10. Track and report number of NOVs attached to property titles by County Recorder's Office. |

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

| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|---|----------|--|---|
| 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: a. Electronically store and manage all data regarding lead poisoning cases and screening tests. | Ongoing | Epidemiologist 30% 3 ITC's (#16, 17&18)- 99% STC (#35) - | 1. Reports as specified in the Branch <i>Surveillance and Data Management Manual</i> . 2. The CLPPP may develop evaluation strategies, as resources allow. |
| | | | - Duplicate data reports submitted to the Branch quarterly. |

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|---|-----------------------------|--|---|
| b. At the direction of the Branch, have or obtain the capability for accomplishing the electronic transfer of data from the Branch. | Annually | 59% STC (#31) - 99% Epidemiologist 2% | <ul style="list-style-type: none"> - Import log on file. - Copies of e-mails regarding import problems on file. - Zipped electronic file to be mailed to the Branch. |
| c. At the direction of the Branch, have or obtain the capability for accomplishing the electronic transfer of data to the Branch. | When directed by 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. | When directed by the Branch | Epidemiologist 1% 3 ITC's (#16,17&18) - 1% 2 STC's (#35&31) - 1% 7 PHN's - 1% 8 EHS Ill's - 1% | <ul style="list-style-type: none"> - Agenda and training material on file. - Summary of discussions. |
| 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 <i>Branch Surveillance and Data Management Manual</i> . | When directed by the Branch | Epidemiologist 1% | <ul style="list-style-type: none"> - Documentation of activities on file. |
| f. Prior to the implementation or substantial | When | Epidemiologist | <ul style="list-style-type: none"> - Documentation of the processes. |

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| Activities to Support the Objective | Timeline | Staff | Evaluation/Deliverables |
|---|--|------------------------------|--|
| <p>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.</p> | <p>directed by the Branch</p> | <p>5%</p> | <ul style="list-style-type: none"> - Report on feedback of beta-testing. |
| <p>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>.</p> | <p>When directed by the Branch</p> | <p>Epidemiologist 1%</p> | <ul style="list-style-type: none"> - Documentation of the upgrade. - Documentation of purchase of new equipment. |
| <p>2. Develop a report application in Microsoft Access, utilizing RASSCLE data.</p> | <p>Ongoing and when directed by the Branch</p> | <p>Epidemiologist 5%</p> | <ul style="list-style-type: none"> - Feedback from beta-testing. - Application to be shared with the Branch. |

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 and/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) \$4,674,405 for the budget period of 07/01/05 through 06/30/06.
- 2) \$4,626,553 for the budget period of 07/01/06 through 06/30/07.
- 3) \$4,559,810 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 6, Additional Budget Detail).

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 | \$ 927,840 | \$ 359,242 | \$ 1,178,514 | \$ 307,924 | \$ 2,773,520 |
| Fringe Benefits (43.80% of Personnel) | 401,607 | 152,517 | 486,686 | 133,412 | 1,174,222 |
| Indirect Costs | 162,775 | 61,465 | 204,460 | - | 428,700 |
| Indirect Costs associated with Enhanced (17.65% of Personnel & Fringe) | - | - | 53,766 | - | 53,766 |
| Operating Expenses | 54,468 | 13,896 | 78,833 | - | 147,197 |
| Equipment | - | - | - | - | - |
| Travel | 10,103 | - | 19,897 | - | 30,000 |
| Subcontracts | 15,000 | - | - | - | 15,000 |
| Other Costs | 52,000 | - | - | - | 52,000 |
| | <u>\$ 1,623,793</u> | <u>\$ 587,120</u> | <u>\$ 2,022,156</u> | <u>\$ 441,336</u> | <u>\$ 4,674,405</u> |

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 | \$ 934,375 | 373,901 | \$ 1,199,268 | \$ 315,750 | \$ 2,823,294 |
| Fringe Benefits (43.80% of Personnel) | 404,385 | 158,375 | 495,184 | 136,672 | \$ 1,194,616 |
| Indirect Costs | 124,903 | 48,638 | 158,495 | | \$ 332,036 |
| Indirect Costs associated with Enhanced (13.45% of Personnel & Fringe) | | | 41,973 | | \$ 41,973 |
| Operating Expenses | 54,195 | 14,259 | 79,180 | - | \$ 147,634 |
| Equipment | - | - | - | | \$ - |
| Travel | 9,996 | - | 20,004 | - | \$ 30,000 |
| Subcontracts | 10,000 | - | - | | \$ 10,000 |
| Other Costs | 47,000 | - | - | | \$ 47,000 |
| | <u>\$ 1,584,854</u> | <u>\$ 595,173</u> | <u>\$ 1,994,104</u> | <u>\$ 452,422</u> | <u>\$ 4,626,553</u> |

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 | \$ 934,375 | \$ 373,901 | \$ 1,199,268 | \$ 315,750 | \$ 2,823,294 |
| Fringe Benefits (43.80% of Personnel) | 404,385 | 158,375 | 495,184 | 136,672 | 1,194,616 |
| Indirect Costs | 104,473 | 40,682 | 132,570 | | 277,725 |
| Indirect Costs associated with Enhanced (11.25% of Personnel & Fringe) | | | 35,107 | | 35,107 |
| Operating Expenses | 54,015 | 14,184 | 78,869 | - | 147,068 |
| Equipment | - | - | - | - | - |
| Travel | 10,019 | - | 19,981 | - | 30,000 |
| Subcontracts | 5,000 | - | - | - | 5,000 |
| Other Costs | 47,000 | - | - | - | 47,000 |
| | <u>\$ 1,559,267</u> | <u>\$ 587,142</u> | <u>\$ 1,960,979</u> | <u>\$ 452,422</u> | <u>\$ 4,559,810</u> |

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

| | |
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| 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 style="padding-left: 100px;">Tier _____, if known:</p> <p style="text-align: center;">Congressional District, If known:</p> | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, If known:</p> | |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</p> <p style="padding-left: 40px;">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 style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, If necessary)</p> | <p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</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 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 style="padding-left: 100px;">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 style="text-align: center;">(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>Authorized for Local Reproduction Standard Form-LLL</p> |
| <p>Federal Use Only</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 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (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.

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| <p>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.</p> |
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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 05-45144 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): Los Angeles County

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):

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

Reimbursement for actual lodging expenses 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.

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

- d. Out-of-state travel may only be reimbursed if such travel *is necessitated by the scope or statement of work* and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior *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

| Length of travel period | This condition exists... | Allowable Meal(s) |
|--|---|------------------------------|
| 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"> • Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m. | 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.

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.

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.

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

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

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.

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.

Budget Cover Sheet

Fiscal Year 2005-2006

Local Program Information...

County/City

Maximum Staff Benefit % Rate

Federal I.D. Number

Indirect Cost % Rate

Contact/Prepared by...

Preparer's Name

Preparer's Phone

Preparer's email address

Preparer's Fax

Contract Information...

State Allocation \$

Contract No.

Total Budget Amount \$
Do Not Enter Linked to Detail Worksheet

Date Prepared/Revised

County/City: Los Angeles
 Contract No.: CLPPP Budget Detail Worksheet
 Federal ID: 95-6000927
 Personnel Supplement
 Fiscal Year 2005-2006
 Preparer's Name: Angie Toyota
 Preparer's Phone No.: (323)869-7171
 Date Prepared/Revised: May 24, 2005

MEDICAL LEAD PROGRAM

| Expense Category | % of FTE | Annual Salary | Total Funding | Primary Contract | | Public Health Nurse Case Mgt. Services | | Non-Enhanced (50/50) | | Administrative Activities Enhanced (25/75) | |
|--|----------|---------------|----------------|------------------|----------------|--|----------------|----------------------|----------------|--|----------------|
| | | | | abs % | Amount | abs % | Amount | abs % | Amount | abs % | Amount |
| Personnel (with benefits) | | | (Do Not Enter) | | (Do Not Enter) | | (Do Not Enter) | | (Do Not Enter) | | (Do Not Enter) |
| 1 Accountant II (Fin) - C. Chang | 75.00% | 47,973 | 35,979 | 27.00% | 12,953 | | | 48.00% | 23,027 | | |
| 2 Administrative Assistant III (Adm) - D. Shaw | 100.00% | 57,277 | 57,277 | 10.00% | 5,728 | | | 90.00% | 51,550 | | |
| 3 Asst. Program Specialist (CM) - L. Crowder | 100.00% | 78,450 | 78,450 | 5.00% | 3,923 | 5.00% | 3,923 | 45.00% | 35,303 | 45.00% | 35,303 |
| 4 Asst. Program Specialist (CM) - N. Okonko | 100.00% | 78,836 | 78,836 | 5.00% | 3,942 | 5.00% | 3,942 | 45.00% | 35,476 | 45.00% | 35,476 |
| 5 Community Worker (HE) - F. Barron | 100.00% | 35,392 | 35,392 | 15.00% | 5,309 | | | 85.00% | 30,083 | | |
| 6 Community Worker (HE) - O. Desigio | 100.00% | 35,392 | 35,392 | 10.00% | 3,539 | | | 90.00% | 31,853 | | |
| 7 Info Systems Analyst (Adm) - B. Morgan | 100.00% | 64,322 | 64,322 | 20.00% | 12,864 | | | 80.00% | 51,458 | | |
| 8 Epidemiologist (Epi) - J. Chen | 100.00% | 69,766 | 69,766 | 20.00% | 13,953 | | | 80.00% | 55,813 | | |
| 9 Health Educator (HE) - Roberto Lopez | 100.00% | 52,797 | 52,797 | 10.00% | 5,280 | | | 70.00% | 36,958 | 20.00% | 10,559 |
| 10 Health Education Asst. (HE) - A. Landin | 100.00% | 41,453 | 41,453 | 15.00% | 6,218 | | | 85.00% | 35,235 | | |
| 11 Health Education Asst. (HE) - J. Sigala | 100.00% | 41,453 | 41,453 | 10.00% | 4,145 | | | 90.00% | 37,308 | | |
| 12 Health Education Asst. (CM) - E. Bejarano | 100.00% | 41,453 | 41,453 | 5.00% | 2,073 | 55.00% | 22,799 | 40.00% | 16,581 | | |
| 13 Health Education Asst. (HE) - D. Daniels | 100.00% | 41,453 | 41,453 | 15.00% | 6,218 | | | 85.00% | 35,235 | | |
| 14 Int. Typist Clerk (CM) - M. Kershishian | 100.00% | 31,724 | 31,724 | 5.00% | 1,586 | 25.00% | 7,931 | 60.00% | 19,034 | 10.00% | 3,172 |
| 15 Int. Typist Clerk (CM) - D. Valencia | 100.00% | 31,724 | 31,724 | 5.00% | 1,586 | 25.00% | 7,931 | 60.00% | 19,034 | 10.00% | 3,172 |
| 16 Int. Typist Clerk (Epi) - S. Liu | 100.00% | 31,724 | 31,724 | 45.00% | 14,276 | | | 55.00% | 17,448 | | |
| 17 Int. Typist Clerk (Epi) - W. Surapapwong | 100.00% | 31,724 | 31,724 | 45.00% | 14,276 | | | 55.00% | 17,448 | | |
| 18 Int. Typist Clerk (Epi) - R. Embrack | 100.00% | 31,724 | 31,724 | 45.00% | 14,276 | | | 55.00% | 17,448 | | |
| 19 Nurse Manager (Epi) - P. Frazier | 100.00% | 93,216 | 93,216 | 10.00% | 9,322 | | | 50.00% | 46,608 | 40.00% | 37,286 |
| 20 Nutritionist II - vacant | 100.00% | | | 5.00% | | 35.00% | | 35.00% | | 25.00% | |
| 21 Public Health Nurse (CM) - R. Tong | 100.00% | 70,562 | 70,562 | 5.00% | 3,528 | 60.00% | 42,337 | 25.00% | 17,641 | 10.00% | 7,056 |
| 22 Public Health Nurse (CM) - R. Fernandez | 100.00% | 70,562 | 70,562 | 5.00% | 3,528 | 60.00% | 42,337 | 25.00% | 17,641 | 10.00% | 7,056 |
| 23 Public Health Nurse (CM) - B. Chatorn | 100.00% | 70,562 | 70,562 | 5.00% | 3,528 | 60.00% | 42,337 | 25.00% | 17,641 | 10.00% | 7,056 |
| 24 Public Health Nurse (CM) - G. Spencer | 100.00% | 70,562 | 70,562 | 5.00% | 3,528 | 60.00% | 42,337 | 25.00% | 17,641 | 10.00% | 7,056 |
| 25 Public Health Nurse (CM) - A. Lai | 100.00% | 70,562 | 70,562 | 5.00% | 3,528 | 60.00% | 42,337 | 25.00% | 17,641 | 10.00% | 7,056 |
| 26 Public Health Nurse (CM) - O. Dermerijyan | 100.00% | 70,562 | 70,562 | 5.00% | 3,528 | 60.00% | 42,337 | 25.00% | 17,641 | 10.00% | 7,056 |
| 27 Public Health Nurse (CM) - V. Brown | 100.00% | 70,562 | 70,562 | 5.00% | 3,528 | 60.00% | 42,337 | 25.00% | 17,641 | 10.00% | 7,056 |

| | | | | | | | | | | | | | | |
|----|--|---------|--------------|--------|--------|--------|------------|--------|------------|--|--------|--------------|--------|------------|
| 28 | Secretary III (Adm) - G. Prudhomme | 100.00% | 40,157 | 40,157 | 40,157 | 10.00% | 4,016 | | | | 90.00% | 36,141 | | |
| 29 | Sr. Health Educator (HE) - vacant | 100.00% | 57,134 | 57,134 | 57,134 | 10.00% | 5,713 | | | | 70.00% | 39,994 | 20.00% | 11,427 |
| 30 | Sr. Staff Analyst (Adm) - A. Toyola | 100.00% | 80,241 | 80,241 | 80,241 | 10.00% | 8,024 | | | | 90.00% | 72,217 | | |
| 31 | Sr. Typist Clerk (Epi) - P. Young | 100.00% | 35,733 | 35,733 | 35,733 | 45.00% | 16,080 | | | | 55.00% | 19,653 | | |
| 32 | Sr. Typist Clerk (Adm) - L. Blackmon | 100.00% | 35,733 | 35,733 | 35,733 | 15.00% | 5,360 | | | | 85.00% | 30,373 | | |
| 33 | Sr. Typist Clerk (HE) - vacant | 100.00% | 35,733 | 35,733 | 35,733 | 20.00% | 7,147 | | | | 70.00% | 25,013 | 10.00% | 3,573 |
| 34 | Sr. Typist Clerk (CM) - C. Dirmaano | 100.00% | 35,733 | 35,733 | 35,733 | 5.00% | 1,787 | 15.00% | 5,360 | | 60.00% | 21,440 | 20.00% | 7,147 |
| 35 | Sr. Typist Clerk (Epi) - T. Burton | 100.00% | 42,489 | 42,489 | 42,489 | 30.00% | 12,747 | | | | 70.00% | 29,742 | | |
| 36 | Chief Env Hlth Specialist - K. Murray | 100.00% | 72,214 | 72,214 | 72,214 | 80.00% | 57,771 | | | | 5.00% | 3,611 | 15.00% | 10,832 |
| 37 | Env. Hlth Services Mgr. - L. Ramirez | 100.00% | 80,890 | 80,890 | 80,890 | 75.00% | 60,668 | | | | 5.00% | 4,045 | 20.00% | 16,178 |
| 38 | Env. Hlth Specialist III - vacant | 100.00% | | | | 90.00% | | | | | 5.00% | | | |
| 39 | Env. Hlth Specialist III - M. Burk | 100.00% | 60,171 | 60,171 | 60,171 | 90.00% | 54,154 | | | | 5.00% | 3,009 | 5.00% | 3,009 |
| 40 | Env. Hlth Specialist III - S. Hassan | 100.00% | 60,171 | 60,171 | 60,171 | 90.00% | 54,154 | | | | 5.00% | 3,009 | 5.00% | 3,009 |
| 41 | Env. Hlth Specialist III - J. Rooney | 100.00% | 60,171 | 60,171 | 60,171 | 90.00% | 54,154 | | | | 5.00% | 3,009 | 5.00% | 3,009 |
| 42 | Env. Hlth Specialist III - F. Galvan | 100.00% | 60,171 | 60,171 | 60,171 | 90.00% | 54,154 | | | | 5.00% | 3,009 | 5.00% | 3,009 |
| 43 | Env. Hlth Specialist III - J. Perukkonil | 100.00% | 60,171 | 60,171 | 60,171 | 90.00% | 54,154 | | | | 5.00% | 3,009 | 5.00% | 3,009 |
| 44 | Env. Hlth Specialist III - A. Ng | 100.00% | 60,171 | 60,171 | 60,171 | 90.00% | 54,154 | | | | 5.00% | 3,009 | 5.00% | 3,009 |
| 45 | Env. Hlth Specialist III - L. Tan-Lee | 100.00% | 60,171 | 60,171 | 60,171 | 90.00% | 54,154 | | | | 5.00% | 3,009 | 5.00% | 3,009 |
| 46 | Env. Hlth Specialist III - G. Tsegazeab | 100.00% | 60,171 | 60,171 | 60,171 | 90.00% | 54,154 | | | | 5.00% | 3,009 | 5.00% | 3,009 |
| 47 | Env. Hlth Specialist IV - M. Boonkokua | 100.00% | 63,374 | 63,374 | 63,374 | 70.00% | 44,362 | | | | 15.00% | 9,506 | 15.00% | 9,506 |
| 48 | Env. Hlth Specialist IV - C. Shoola | 100.00% | 63,374 | 63,374 | 63,374 | 20.00% | 12,675 | | | | 20.00% | 12,675 | 60.00% | 38,024 |
| 49 | Env Hlth Specialist IV - John Kaddis | 100.00% | 63,374 | 63,374 | 63,374 | 70.00% | 44,362 | | | | 15.00% | 9,506 | 15.00% | 9,506 |
| 50 | Secretary II (Env Hlth) - J. Guerra | 100.00% | 38,062 | 38,062 | 38,062 | 50.00% | 19,031 | | | | 50.00% | 19,031 | | |
| 51 | Sr. Typist Clerk Env Hlth) - K. Ford | 100.00% | 35,733 | 35,733 | 35,733 | 50.00% | 17,867 | | | | 50.00% | 17,867 | | |
| 52 | | | | | | | | | | | | | | |
| 53 | | | | | | | | | | | | | | |
| 54 | Subtotal Personnel with benefits | | 2,681,136 | | | | 917,001 | | 348,246 | | | 1,111,265 | | 304,625 |
| | Personnel (no benefits) | | | | | | | | | | | | | |
| 55 | Student Professional Wkr (CM) - N. Pettigrew | 100.00% | 19,051 | 19,051 | 19,051 | 5.00% | 953 | | | | 95.00% | 18,098 | | |
| 56 | Student Professional Wkr (HE) - V. Lopez | 100.00% | 19,051 | 19,051 | 19,051 | 15.00% | 2,858 | | | | 85.00% | 16,193 | | |
| 57 | Student Professional Worker (EH) - S. Hunter | 100.00% | 14,288 | 14,288 | 14,288 | 10.00% | 1,429 | | | | 90.00% | 12,859 | | |
| 58 | Bilingual Bonus | 100.00% | 18,000 | 18,000 | 18,000 | 25.00% | 4,500 | | | | 75.00% | 13,500 | | |
| 59 | Nursing Bonus | 100.00% | 21,992 | 21,992 | 21,992 | 5.00% | 1,100 | 50.00% | 10,996 | | 30.00% | 6,598 | 15.00% | 3,299 |
| 60 | Subtotal Personnel (no benefits) | | 92,382 | | | | 10,839 | | 10,996 | | | 67,249 | | 3,299 |
| | Total Salaries & Wages | | \$ 2,773,518 | | | | \$ 927,839 | | \$ 359,242 | | | \$ 1,178,514 | | \$ 307,923 |

Note: Totals will transfer automatically to ClPPP Budget Detail Worksheet

CLPPP Budget Detail Worksheet
Fiscal Year 2005-2006

County/City: Los Angeles
Contract No.: 95-6000927

Preparer's Name: Angie Toyota
Preparer's Phone No.: (323)969-7171
Preparer's Fax No.: (323)887-5178
Date Prepared/Revised: May 24, 2005

CLPPP Allocation: \$3,038,763

PRIMARY CONTRACT MEDICAL LEAD PROGRAM

| Expense Category | Total Funding (Do Not Enter) | Nurse Case Mgt. | | Administrative Activities | |
|--|---------------------------------|--|-------------------------------------|---------------------------------|---------------------------------|
| | | Services (50%/50%) Amount | Non-Enhanced (50%/50%) Amount | Enhanced (25%/75%) Amount | Enhanced (25%/75%) Amount |
| (a) Total Salaries & Wages - benefits (from Personnel Supplement) | 2,881,136 | 917,001 | 348,246 | 1,111,265 | 304,625 |
| (b) Total Salaries & Wages - no benefits (from Personnel Supplement) | 92,382 | 10,996 | 10,996 | 67,249 | 3,299 |
| (c) Staff Benefits Percentage = 43.7957% | 1,174,222 | 401,607 | 152,517 | 486,686 | 133,412 |
| Personnel & Benefits Subtotal: | 3,947,740 | 1,329,446 | 511,759 | 1,665,200 | 441,335 |
| (a) Indirect Cost (%) = 17.65% | 428,701 | 162,775 | 61,465 | 204,460 | |
| (b) Ind. Costs Assoc. w. Enhanced Activ. (%) = 17.65% | 53,766 | 162,775 | \$61,465 | 53,766 | |
| Indirect Costs Subtotal: | 482,467 | 36,100 | 13,896 | \$258,227 | |
| (a) General Expenses | 107,197 | | | 57,201 | |
| (b) Space/Rent | | | | | |
| (c) Equipment, Minor & Electronic Equipment | 30,000 | | | 15,000 | |
| (d) Printing | 30,000 | | | 19,897 | |
| (e) Travel and Per Diem | 10,000 | | | 6,632 | |
| (f) Training Expenses | | | | | |
| Operating Expenses Subtotal: | 177,197 | 64,570 | 13,896 | 98,731 | |
| Subcontract Subtotal: | 15,000 | | | | |
| Operating and Subcontracts Subtotal: | 192,197 | 15,000 | | 98,731 | |
| (a) XRF Loan Program | 7,000 | | | | |
| (b) Incentives | 20,000 | | | | |
| (c) Environmental Sampling | 25,000 | | | | |
| Other Costs Subtotal: | 52,000 | | | | |
| TOTAL Budget (should match Total Budget below) | \$ 4,674,404 | \$ 1,623,792 | \$ 587,120 | \$ 2,022,157 | \$ 441,335 |
| Funding (PCA) Codes | | 51491 | 51492 | 51494 | 51493 |
| State Funds | | \$ 1,623,792 | \$ 293,560 | \$ 1,011,078 | \$ 110,333 |
| Federal Funds | | \$ | \$ 293,560 | \$ 1,011,078 | \$ 331,002 |
| Total State Funds (should match CLPPP allocation) | \$ 3,038,763 | Total Federal Contribution to MCLP: \$ 1,635,640 | | | |
| Total Budget | \$ 4,674,404 | Unbudgeted Allocation Funds Available: \$ (0) | | | |

As the CLPPP Coordinator, I certify that this budget has been constructed in compliance with all CLPPP and Administrative and Program Policies.

As the Fiscal Agent for this agency, I certify that this budget has been constructed in compliance with all CLPPP and DHS Administrative and Program Policies.

CLPPP Coordinator's Signature: *Angie Toyota* Date: 5/24/05
 Agency Fiscal Agent's Signature: *Belinda Cooper* Date: 5/24/05

Budget Cover Sheet

Fiscal Year 2006-2007

Local Program Information...

County/City

Maximum Staff Benefit % Rate

Federal I.D. Number

Indirect Cost % Rate

Contact/Prepared by...

Preparer's Name

Preparer's Phone

Preparer's email address

Preparer's Fax

Contract Information...

State Allocation \$

Contract No.

Total Budget Amount \$

Date Prepared / Revised

Do Not Enter Linked to Detail Worksheet

County/City: Los Angeles
 Contract No.: 95-6000927
 Federal ID: 95-6000927
 Personnel Supplement
 CLPPP Budget Detail Worksheet
 Fiscal Year 2006-2007
 Preparer's Name: Angie Toyota
 Preparer's Phone No.: (323)869-7171
 Date Prepared/Revised: May 24, 2005

MEDI-CAL LEAD PROGRAM

| Expense Category | % of FTE | Annual Salary | Total Funding (Do Not Enter) | Primary Contract | | Public Health Nurse Case Mgt. | | Non-Enhanced (50/50) | | Administrative Activities Enhanced (25/75) | |
|--|----------|---------------|---------------------------------|------------------|--------------------------|-------------------------------|--------------------------|----------------------|--------------------------|--|--------------------------|
| | | | | abs % | Amount (Do Not Enter) | abs % | Amount (Do Not Enter) | abs % | Amount (Do Not Enter) | abs % | Amount (Do Not Enter) |
| Personnel (with benefits) | | | | | | | | | | | |
| 1/Accountant II(Fin) - C. Chang | 75.00% | 48,564 | 36,423 | 27.00% | 13,112 | | | 48.00% | 23,311 | | |
| 2/Administrative Assistant III (Adm) - D. Shaw | 100.00% | 57,984 | 57,984 | 10.00% | 5,798 | | | 90.00% | 52,186 | | |
| 3/Asst. Program Specialist (CM) - L. Crowder | 100.00% | 80,176 | 80,176 | 5.00% | 4,009 | 5.00% | 4,009 | 45.00% | 36,079 | 45.00% | 36,079 |
| 4/Asst. Program Specialist (CM) - N. Okonko | 100.00% | 82,183 | 82,183 | 5.00% | 4,109 | 5.00% | 4,109 | 45.00% | 36,982 | 45.00% | 36,982 |
| 5/Community Worker (HE) - F. Barron | 100.00% | 35,229 | 35,229 | 15.00% | 5,284 | | | 85.00% | 29,945 | | |
| 6/Community Worker (HE) - O. Desigio | 100.00% | 35,829 | 35,829 | 10.00% | 3,583 | | | 90.00% | 32,246 | | |
| 7/Info Systems Analyst (Adm) - B. Morgan | 100.00% | 65,116 | 65,116 | 20.00% | 13,023 | | | 80.00% | 52,093 | | |
| 8/Epidemiologist (Epi) - J. Chen | 100.00% | 70,628 | 70,628 | 20.00% | 14,126 | | | 80.00% | 56,502 | | |
| 9/Health Educator (HE) - R. Lopez | 100.00% | 53,449 | 53,449 | 10.00% | 5,345 | | | 70.00% | 37,414 | 20.00% | 10,690 |
| 10/Health Education Assist (HE) - A. Landin | 100.00% | 41,965 | 41,965 | 15.00% | 6,295 | | | 85.00% | 35,670 | | |
| 11/Health Education Assist (HE) - J. Sigala | 100.00% | 41,965 | 41,965 | 10.00% | 4,197 | | | 90.00% | 37,769 | | |
| 12/Health Education Assist. (CM) - E. Bejarano | 100.00% | 41,965 | 41,965 | 5.00% | 2,098 | 55.00% | 23,081 | 40.00% | 16,786 | | |
| 13/Health Education Assist. (HE) - D. Daniels | 100.00% | 41,965 | 41,965 | 15.00% | 6,295 | | | 85.00% | 35,670 | | |
| 14/Int. Typist Clerk (CM) - M. Kershishian | 100.00% | 32,116 | 32,116 | 5.00% | 1,606 | 25.00% | 8,029 | 60.00% | 19,270 | 10.00% | 3,212 |
| 15/Int. Typist Clerk (CM) - D. Valencia | 100.00% | 32,116 | 32,116 | 5.00% | 1,606 | 25.00% | 8,029 | 60.00% | 19,270 | 10.00% | 3,212 |
| 16/Int. Typist Clerk (Epi) - S. Liu | 100.00% | 32,116 | 32,116 | 45.00% | 14,452 | | | 55.00% | 17,664 | | |
| 17/Int. Typist Clerk (Epi) - W. Surapapwong | 100.00% | 32,116 | 32,116 | 45.00% | 14,452 | | | 55.00% | 17,664 | | |
| 18/Int. Typist Clerk (Epi) - R. Embrack | 100.00% | 32,116 | 32,116 | 45.00% | 14,452 | | | 55.00% | 17,664 | | |
| 19/Nurse Manager (CM) - P. Frazier | 100.00% | 97,173 | 97,173 | 10.00% | 9,717 | | | 50.00% | 48,587 | 40.00% | 38,869 |
| 20/Nutritionist II (Adm) - Vacant | 100.00% | | | 5.00% | | 35.00% | | 35.00% | | 25.00% | |
| 21/Public Health Nurse (CM) - R. Tong | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 22/Public Health Nurse (CM) - R. Fernandez | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 23/Public Health Nurse (CM) - B. Chantorn | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 24/Public Health Nurse (CM) - G. Spencer | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 25/Public Health Nurse (CM) - A. Lai | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 26/Public Health Nurse (CM) - O. Dermitnyan | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 27/Public Health Nurse (CM) - V. Brown | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |

CLPPP Budget Detail Worksheet
Fiscal Year 2006-2007

County/City: Los Angeles
 Contract No.: 95-6000927
 Federal ID: 95-6000927
 CLPPP Allocation: 3,199,597
 Preparer's Name: Angie Toyota
 Preparer's Phone No.: (323)869-7171
 Preparer's Fax No.: (323)887-5178
 Date Prepared/Revised: May 24, 2005

PRIMARY CONTRACT MEDI-CAL LEAD PROGRAM

| Expense Category | Total Funding / (Do Not Enter) | Nurse Case Mgt. | | | Administrative Activities | |
|--|-----------------------------------|-----------------|---------------------------|-------------------------------|---------------------------|---|
| | | Amount | Services (50%/50%) Amount | Non-Enhanced (50%/50%) Amount | Enhanced (25%/75%) Amount | (Total must be minimum 30% of CLPPP Allocation) |
| (a) Total Salaries & Wages (from Personnel Supplement) | 2,727,699 | 923,343 | 361,622 | 1,130,667 | 312,066 | |
| (b) Total Salaries & Wages (from Personnel Supplement) | 95,596 | 11,032 | 12,279 | 68,601 | 3,684 | |
| (c) Staff Benefits Percentage = | 43.7957% | 404,385 | 158,375 | 495,184 | 136,672 | |
| Personnel & Benefits Subtotal: | 4,017,909 | 1,338,760 | 532,276 | 1,694,452 | 452,421 | |
| (a) Indirect Cost (%) = | 13.45% | 124,903 | 48,638 | 158,495 | | |
| (b) Ind. Costs Assoc. w. Enhanced Activ. (%) = | 13.45% | 124,903 | \$48,638 | 41,973 | | |
| Indirect Costs Subtotal: | 374,009 | | | | | |
| (a) General Expenses | 107,634 | 35,863 | 14,259 | 57,512 | | |
| (b) Space/Rent | | | | | | |
| (c) Equipment, Minor & Electronic Equipment | 30,000 | 15,000 | | 15,000 | | |
| (d) Printing | 30,000 | 9,996 | | 20,004 | | |
| (e) Travel and Per Diem | 10,000 | 3,332 | | 6,668 | | |
| (f) Training Expenses | | | | | | |
| Operating Expenses Subtotal: | 177,634 | 64,191 | 14,259 | 99,184 | | |
| (a) Consultant | 10,000 | 10,000 | | | | |
| Subcontract Subtotal: | 10,000 | 10,000 | | | | |
| Operating and Subcontracts Subtotal: | 187,634 | 74,191 | 14,259 | 99,184 | | |
| (a) XRF Loan Program | 7,000 | | | | | |
| (b) Incentives | 20,000 | | | | | |
| (c) Environmental Sampling | 20,000 | | | | | |
| Other Costs Subtotal: | 47,000 | | | | | |
| TOTAL Budget (should match CLPPP allocation) | 4,626,552 | 1,584,854 | 595,173 | 1,994,104 | 452,421 | |
| Funding (PCA) Codes | | 51491 | 51492 | 51494 | 51493 | |
| State Funds | | 1,584,854 | 297,586 | 297,052 | 113,105 | |
| Federal Funds | | | 297,587 | 997,052 | 339,317 | |
| Total State Funds [should match CLPPP allocation] | | 1,584,854 | 297,587 | 997,052 | 339,317 | |
| Total Budget | | 4,626,552 | | | | |
| Total Federal Contribution to MCLP: | | | | | \$ 1,633,956 | |
| Unbudgeted Allocation Funds Available: | | | | | \$ 0 | |

As the CLPPP Coordinator, I certify that this budget has been constructed in compliance with all CLPPP and Administrative and Program Policies.

As the Fiscal Agent for this agency, I certify that this budget has been constructed in compliance with all CLPPP and DHS Administrative and Program Policies.

CLPPP Coordinator's Signature: [Signature] Date: 5/24/05

Agency Fiscal Agent's Signature: [Signature] Date: 5/24/05

Total Federal Contribution to MCLP: \$ 1,633,956

Unbudgeted Allocation Funds Available: \$ 0

Budget Cover Sheet

Fiscal Year 2007-2008

Local Program Information...

County/City Los Angeles

Maximum Staff Benefit % Rate 43.80%

Federal I.D. Number 95-6000927

Indirect Cost % Rate 11.25%

Contact/Prepared by...

Preparer's Name Angie Toyota

Preparer's Phone (323)869-7171

Preparer's email address atoyota@ladhs.org

Preparer's Fax (323)887-5178

Contract Information...

State Allocation \$ 2,946,432

Contract No.

Total Budget Amount \$ 4,559,810

Date Prepared / Revised May 24, 2005

Do Not Enter/Linked to Detail Worksheet

County/City: Los Angeles
 Contract No.: 95-6000927
 Federal ID:

Personnel Supplement
 CLPPP Budget Detail Worksheet
 Fiscal Year 2007-2008

Preparer's Name: Angie Toyota
 Preparer's Phone No.: (323)869-7171
 Date Prepared/Revised: May 24, 2005

MEDI-CAL LEAD PROGRAM

| Expense Category | % of FTE | Annual Salary | Total Funding (Do Not Enter) | Primary Contract | | Public Health Nurse Case Mgt. Services | | Non-Enhanced (50/50) | | Administrative Activities Enhanced (25/75) | |
|--|----------|---------------|---------------------------------|------------------|--------------------------|--|--------------------------|----------------------|--------------------------|--|--------------------------|
| | | | | abs % | Amount (Do Not Enter) | abs % | Amount (Do Not Enter) | abs % | Amount (Do Not Enter) | abs % | Amount (Do Not Enter) |
| Personnel (with benefits) | | | | | | | | | | | |
| 1 Accountant II (Fin) - C. Chang | 75.00% | 48,564 | 36,423 | 27.00% | 13,112 | | | 48.00% | 23,311 | | |
| 2 Administrative Assistant III (Adm) - D. Shaw | 100.00% | 57,984 | 57,984 | 10.00% | 5,798 | | | 90.00% | 52,186 | | |
| 3 Asst. Program Specialist (CM) - L. Crowder | 100.00% | 80,176 | 80,176 | 5.00% | 4,009 | 5.00% | 4,009 | 45.00% | 36,079 | 45.00% | 36,079 |
| 4 Asst. Program Specialist (CM) - N. Okonko | 100.00% | 82,183 | 82,183 | 5.00% | 4,109 | 5.00% | 4,109 | 45.00% | 36,982 | 45.00% | 36,982 |
| 5 Community Worker (HE) - F. Barron | 100.00% | 35,229 | 35,229 | 15.00% | 5,284 | | | 85.00% | 29,945 | | |
| 6 Community Worker (HE) - O. Desigio | 100.00% | 35,829 | 35,829 | 10.00% | 3,583 | | | 90.00% | 32,246 | | |
| 7 Info Systems Analyst (Adm) - B. Morgan | 100.00% | 65,116 | 65,116 | 20.00% | 13,023 | | | 80.00% | 52,093 | | |
| 8 Epidemiologist (Epi) - J. Chen | 100.00% | 70,628 | 70,628 | 20.00% | 14,126 | | | 80.00% | 56,502 | | |
| 9 Health Educator (HE) - R. Lopez | 100.00% | 53,449 | 53,449 | 10.00% | 5,345 | | | 70.00% | 37,414 | 20.00% | 10,690 |
| 10 Health Education Assist (HE) - A. Landin | 100.00% | 41,965 | 41,965 | 15.00% | 6,295 | | | 85.00% | 35,670 | | |
| 11 Health Education Assist (HE) - J. Sigala | 100.00% | 41,965 | 41,965 | 10.00% | 4,197 | | | 90.00% | 37,769 | | |
| 12 Health Education Assist (CM) - E. Bejarano | 100.00% | 41,965 | 41,965 | 5.00% | 2,098 | 55.00% | 23,081 | 40.00% | 16,786 | | |
| 13 Health Education Assist (HE) - D. Daniels | 100.00% | 41,965 | 41,965 | 15.00% | 6,295 | | | 85.00% | 35,670 | | |
| 14 Int. Typist Clerk (CM) - M. Kershishian | 100.00% | 32,116 | 32,116 | 5.00% | 1,606 | 25.00% | 8,029 | 60.00% | 19,270 | 10.00% | 3,212 |
| 15 Int. Typist Clerk (CM) - D. Valencia | 100.00% | 32,116 | 32,116 | 5.00% | 1,606 | 25.00% | 8,029 | 60.00% | 19,270 | 10.00% | 3,212 |
| 16 Int. Typist Clerk (Epi) - S. Liu | 100.00% | 32,116 | 32,116 | 45.00% | 14,452 | | | 55.00% | 17,664 | | |
| 17 Int. Typist Clerk (Epi) - W. Surapapwong | 100.00% | 32,116 | 32,116 | 45.00% | 14,452 | | | 55.00% | 17,664 | | |
| 18 Int. Typist Clerk (Epi) - R. Embrack | 100.00% | 32,116 | 32,116 | 45.00% | 14,452 | | | 55.00% | 17,664 | | |
| 19 Nurse Manager (CM) - P. Frazier | 100.00% | 97,173 | 97,173 | 10.00% | 9,717 | | | 50.00% | 48,587 | 40.00% | 38,869 |
| 20 Nutritionist II (Adm) - Vacant | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 35.00% | | 35.00% | | 25.00% | |
| 21 Public Health Nurse (CM) - R. Tong | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 22 Public Health Nurse (CM) - R. Fernandez | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 23 Public Health Nurse (CM) - B. Chantorn | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 24 Public Health Nurse (CM) - G. Spencer | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 25 Public Health Nurse (CM) - A. Lai | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 26 Public Health Nurse (CM) - O. Dermeniyan | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |
| 27 Public Health Nurse (CM) - V. Brown | 100.00% | 73,557 | 73,557 | 5.00% | 3,678 | 60.00% | 44,134 | 25.00% | 18,389 | 10.00% | 7,356 |

CLPPP Budget Detail Worksheet
Fiscal Year 2007-2008

Preparer's Name: Angie Toyota
Preparer's Phone No.: (323)869-7171
Preparer's Fax No.: (323)887-5178
Date Prepared/Revised: May 24, 2005

County/City: Los Angeles
Contract No: 95-6000927
Federal ID: 95-6000927
CLPPP Allocation: \$2,946,432

| Expense Category | Total Funding (Do Not Enter) | PRIMARY CONTRACT | | | | MEDICAL LEAD PROGRAM | | |
|--|---------------------------------|---|---|---|---|----------------------|--|--|
| | | (Total must be minimum 30% of CLPPP Allocation) | Nurse Case Mgt. Services (50%/50%) Amount | Administrative Activities Non-Enhanced (50%/50%) Amount | Administrative Activities Enhanced (25%/75%) Amount | | | |
| (a) Total Salaries & Wages - benefits (from Personnel Supplement) | 2,727,699 | 883,930 | 361,622 | 1,130,667 | 312,066 | | | |
| (b) Total Salaries & Wages - no benefits (from Personnel Supplement) | 95,596 | | 12,279 | 68,601 | 3,684 | | | |
| (c) Staff Benefits Percentage = 43.7957% | 1,194,615 | 404,385 | 158,375 | 495,184 | 136,672 | | | |
| Personnel & Benefits Subtotal: | 4,017,909 | 1,338,760 | 532,276 | 1,694,452 | 452,421 | | | |
| (a) Indirect Cost (%) = 11.25% | 277,725 | 104,473 | 40,682 | 132,570 | | | | |
| (b) Ind. Costs Assoc. w. Enhanced Activ. (%) = 11.25% | 35,107 | 104,473 | \$40,682 | \$167,678 | | | | |
| Indirect Costs Subtotal: | 312,833 | | | | | | | |
| (a) General Expenses | 107,068 | 35,675 | 14,184 | 57,209 | | | | |
| (b) Space/Rent | | | | | | | | |
| (c) Equipment, Minor & Electronic Equipment | 30,000 | | | 15,000 | | | | |
| (d) Printing | 30,000 | | | 19,981 | | | | |
| (e) Travel and Per Diem | 10,000 | | | 6,660 | | | | |
| (f) Training Expenses | | | | | | | | |
| Operating Expenses Subtotal: | 177,068 | 64,033 | 14,184 | 98,851 | | | | |
| (a) Consultant | 5,000 | 5,000 | | | | | | |
| Subcontract Subtotal: | 5,000 | | | | | | | |
| Operating and Subcontracts Subtotal: | 182,068 | 69,033 | 14,184 | 98,851 | | | | |
| (a) XRF Loan Program | 7,000 | | | | | | | |
| (b) Incentives | 20,000 | | | | | | | |
| (c) Environmental Sampling | 20,000 | | | | | | | |
| Other Costs Subtotal: | 47,000 | | | | | | | |
| TOTAL Budget (should match CLPPP allocation) | \$ 4,559,810 | \$ 1,559,266 | \$ 587,143 | \$ 1,960,980 | \$ 452,421 | | | |
| Funding (PCA) Codes | | 51491 | 51492 | 51494 | 51493 | | | |
| State Funds | | 1,559,266 | 293,571 | 980,490 | 113,105 | | | |
| Federal Funds | | | 293,571 | 980,490 | 339,317 | | | |
| Total State Funds [should match CLPPP allocation] | | \$ 2,946,432 | | | | | | |
| Total Budget | | \$ 4,559,810 | | | | | | |
| Total Federal Contribution to MCLP: | | | | | \$ 1,613,378 | | | |
| Unbudgeted Allocation Funds Available: | | | | | \$ 0 | | | |

As the Fiscal Agent for this agency, I certify that this budget has been constructed in compliance with all CLPPP and DHS Administrative and Program Policies.

_____ Date
 CLPPP Coordinator's Signature

_____ Date
 Agency Fiscal Agent's Signature