

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-10257

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Humboldt

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$755,849.00 - Seven Hundred and Fifty-Five Thousand and Eight Hundred and Forty-Nine Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A	Attachment 1- Services to be Performed	41
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Exhibit I	Contractor's Release	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-10257

PURCHASING AUTHORITY NUMBER (If Applicable)

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

County of Humboldt

CONTRACTOR BUSINESS ADDRESS

908 7th St

CITY

Eureka

STATE

CA

ZIP

95501

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento CA 95899

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Maksim Lyulkin

TITLE

Chief, FSU

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Scope of Work

County of Humboldt
Contract 23-10257
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1. Service Overview

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

This contract provides Local Assistance funds that are specifically authorized by the Health and Safety Code, Section 105290, to the County of Humboldt. The County of Humboldt will provide direct case management for the children of California, as well as education to the communities, families, and health care providers within its jurisdiction. The County of Humboldt will coordinate lead-related activities of local agencies and organizations, alert the Childhood Lead Poisoning Prevention Branch (CLPPB) to new sources of lead exposure and barriers in the continuum of care and prevention, and help develop creative strategies towards realizing a healthy, lead-safe environment in which all the children of the State of California can achieve their full potential. All activities described above are to support the State's Childhood Lead Poisoning Prevention Program.

The Scope of Work (SOW) outlines tasks, deliverables, and reporting timelines to guide daily activities and is a key component of the local health jurisdiction (LHJ) contract. The SOW aligns with the Program mission and vision statement, Program mandates, and Program strategic plan developed in collaboration with childhood lead poisoning prevention programs.

2. Service Location

The services shall be performed at County of Humboldt.

3. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national and State observed holidays. The Contractor will establish a CDPH approved afterhours protocol for emergency blood lead levels.

4. Project Representatives

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

California Department of Public Health Contracts Manager: Ali Alazzawi Telephone: 510-620-5627 Fax: 510-620-5656 Email: CLPPBContractManagers@cdph.ca.gov	County/City Name County of Humboldt Program Coordinator: Michelle Postman Telephone: 707-441-5567 Fax: 707-268-0415 Email: mpostman@co.humboldt.ca.us
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**Exhibit A
Scope of Work**

County of Humboldt
Contract 23-10257
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B. Direct all inquiries to:

California Department of Public Health Childhood Lead Poisoning Prevention Branch Attention: Ali Alazzawi 850 Marina Bay Parkway, Building P, Third Floor Richmond, CA 94804-6403 Telephone: (510) 620-5627 Fax: (510) 620-5656 Email: CLPPBContractManagers@cdph.ca.gov	County/City Name: County of Humboldt Childhood Lead Poisoning Prevention Program Attention: Michelle Postman Street Address: 908 7 th Street City, CA Zip: Eureka, CA 95501 Telephone: 707-441-5567 Fax: 707-268-0415 Email: mpostman@co.humboldt.ca.us
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C. All payments from CDPH to the Contractor shall be sent to the following address:

Remittance Address
Contractor: County of Humboldt
Attention "Cashier": Public Health Fiscal, Attn: DHHS Public Health, CLPPP
Address: 529 I Street
City, CA Zip: Eureka, CA 95501
Phone: 707-382-2493
Fax: N/A
Email: TWandel@co.humboldt.ca.us

- D.** 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 but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form, completed form must be submitted to the Contract Manager for processing.

5. Services to be Performed

Detailed description of the services to be performed are described on Exhibit A and Attachment I, 2 and, 3. The expected services are linked to the goal, objectives, actions, reporting timelines, and deliverable and are described in each task. Number and breadth of activities pursued will be proportional to funding allocation. Services performed by County of Humboldt will meet the minimum requirements for Funding Level 2 and all actions will be pursued when resources are available.

6. Scope of Work Changes

- A.** Pursuant to Health and Safety Code Section 38077(b)(1), changes and revisions to the Scope of Work contained in the agreement, utilizing the **“allowable cost payment system”** may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.
- B.** The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor’s request within thirty 30 calendar days of receipt, the Contractor’s request shall be deemed approved.
- C.** The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor thirty 30 calendar days advance written notice of said changes or revisions.
- D.** No changes to the Scope of Work agreed to pursuant to this paragraph shall take effect until the cooperative agreement is amended and the amendment is approved as required by law and this agreement.

7. Subcontracts Requirements

Subcontracts with other governmental agencies may be allowed with prior CDPH approval.

8. Required Deliverables for Program Review and Evaluation

The Contractor will submit the following as deliverables to CLPPB:

- 1) Biannual Progress Reports using the Excel templates provided by CLPPB.
- 2) Quarterly invoices as outlined in Exhibit B, Provision 1.
- 3) Completed pages of the Lead Poisoning Follow-up Form (LPFF) and attachments.
- 4) Completed Form 8552 for each Lead Hazard Evaluation (includes clearance, Environmental Investigation [EI] and risk assessment) that is performed.
- 5) Status report, case management information, and other contract-related information as requested by CLPPB for program review.
- 6) Entry of data into the Response and Surveillance System for Childhood Lead Exposures II (RASSCLE II), as negotiated with CLPPB.
- 7) Contractor-developed educational materials, if any. (Must be approved by CLPPB prior to use.

Fill in LHJ Name:

Funding Level:

Vision: A healthy, lead-safe environment where all children can achieve their full potential.

Mission: To eliminate childhood lead poisoning by identifying and caring for children who are lead poisoned and preventing environmental exposures to lead.

Goal 1: Establish and support a successfully administered and equity-centered childhood lead poisoning prevention program (CLPPP) in every local health jurisdiction.

Objective 1 Enhance the reach of the Childhood Lead Poisoning Prevention Program statewide.

Title of a CLPPP staff person responsible for Goal 1, Objective 1 Tasks: CLPPP coordinator

For support on Goal 1 Objective 1, contact CLPPB at: CLPPBContractManagers@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Objective 1 Tasks	Deliverables (Reported in Administration Performance Tracker)	Reporting Due Date
Task 1: CLPPP coordinator ensures implementation of all Scope of Work Program objectives, actions, and tasks through up-to-date staff assignments for all roles, including Public Health Nurse (PHN). Contractor ensures continuity of operations through back-up staff as needed for roles including PHN and Environmental Professional (EP). <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Designate and maintain updated list of CLPPP staff, including back-up and in-kind staff, and details of their access to confidential data.	Every January 31 and July 31, beginning January 31, 2024. Additionally, CLPPB must be notified within five working days of staff changes at CLPPBContractManagers@cdph.ca.gov .
Task 2: Confirm staff providing services to children have and maintain required professional qualifications and criteria, as outlined in Appendix 1: Baseline Contract Requirements for Case Management Services.	Report current licensing information.	Every January 31 and July 31, beginning January 31, 2024.

Fill in LHJ Name:

Funding Level:

Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.		
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Objective 2 Establish sustainable funding to address all mandates and essential functions.

Title of a CLPPP staff person responsible for Goal 1, Objective 2 Tasks: _____

For support on Goal 1 Objective 2 Task 1, contact CLPPB at: CLPPBContractManagers@cdph.ca.gov. For support on Goal 1 Objective 2 Task 2, contact CLPPB at: MCLPCoordinator@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Objective 2 Tasks	Deliverables (Sent to CLPPBContractManagers@cdph.ca.gov)	Reporting Due Date
Task 1: Submit complete, accurate, and timely invoices as specified in current CLPPB policies. <i>Reporting periods:</i> Q1: July 1 - September 30 Q2: October 1 - December 31 Q3: January 1 - March 31 Q4: April 1 - June 30	1. Cover Letter 2. Completed Invoice: Invoice, Title XIX, Personnel Summary 3. Signed invoice package checklist 4. Expense documentation/receipts (for expenses over a specific dollar amount)	October 30, January 30, April 30, July 30 (30 calendar days after the end of each quarter.)

The Medi-Cal Lead Program (MCLP) is an optional source of additional funding to support case management activities. Please indicate participation in the MCLP by selecting the box below.

Task 2: Check ☐ if Task 2 will be pursued.		
Submit complete, accurate, and timely MCLP documentation as specified in the MCLP Invoice Processing User Manual and Proper Accounting Procedures document. <i>Reporting periods:</i> Q1: July 1 - September 30 Q2: October 1 - December 31 Q3: January 1 - March 31 Q4: April 1 - June 30	Title XIX Claiming Cover letter Excel MCLP Invoice Processing Workbook Monthly time study worksheet for each MCLP staff member Travel expense documentation	October 30, January 30, April 30, July 30 (30 calendar days after the end of the quarter.)

Fill in LHJ Name:

Funding Level:

Objective 3 Develop and implement effective training programs for all Program staff.

Action 3.1 Train new Program staff to ensure effective implementation of lead poisoning prevention strategies.

Title of a CLPPP staff person responsible for Goal 1, Action 3.1 Tasks: CLPPP coordinator

For support on Goal 1 Action 3.1, contact CLPPB at: CLPPBContractManagers@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 3.1 Tasks	Deliverables (Reported in Administration Performance Tracker)	Reporting Due Date
Task 1: New Program staff will fully participate in trainings to ensure effective implementation of lead poisoning prevention strategies.	Meeting details, including date, topic, and attendees.	Within 6 months of joining the CLPPP.

Action 3.2 Trainings, ongoing technical support, and peer-to-peer learning are provided for CLPP Program staff.

Goal 1, Action 3.2 will be completed by all CLPPPs. Task 2b will be completed by all CLPPPs with available resources. Please select the box below if Task 2b will be pursued.

Title of a CLPPP staff person responsible for Goal 1, Action 3.2 Tasks: CLPPP coordinator

For support on Goal 1 Action 3.2 Tasks 1 & 3, contact CLPPB at: CLPPBContractManagers@cdph.ca.gov. For support on Goal 1 Action 3.2 Task 2, contact CLPPB at PDSS@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 3.2 Tasks	Deliverables (Reported in Administration Performance Tracker)	Reporting Due Date
Task 1: Relevant CLPPP staff will attend annual refresher trainings on the following topics: program operations, Medi-Cal Lead Program (MCLP), clinical	Meeting details, including date, topic, and attendees.	Every July 31, beginning July 31, 2024.

Fill in LHJ Name:

Funding Level:

case management, environmental services, health education, and data security. <i>Reporting periods: July 1, 2023 – June 30, 2024, and subsequent 12-month reporting periods.</i>		
<i>Task 1 Resources: By May 1, 2023, CLPPB subject matter experts will routinely implement trainings with CLPPP staff and provide ongoing technical support, offering opportunities to provide feedback to improve trainings, tools, or other guidance.</i>		
Task 2: Each CLPPP coordinator, or another designated CLPPP staff person, will attend regional and statewide Program meetings and represent the contractor at CLPPB-sponsored meetings, trainings, and working groups as requested. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Meeting details, including date, topic, and attendees.	Every January 31 and July 31, beginning January 31, 2024.
Task 2b (as resources allow): Check ☐ if Task 2b will be pursued.		
Host, facilitate, and/or take minutes at one or more regional meetings each fiscal year.	Meeting minutes with names of host, facilitator, and minutes taker (submitted by minute taker to PDSS@cdph.ca.gov).	Within 4 weeks of the regional meeting.
Task 3: Convene and conduct team meetings at least quarterly, in person or remotely, with participation by all of contractor's team members. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Meeting details, including date, attendees, and meeting minutes.	Every January 31 and July 31, beginning January 31, 2024.

Objective 4 Continuous Program improvement through ongoing data-driven performance assessment.

Title of a CLPPP staff person responsible for Goal 1, Objective 4 Tasks: CLPPP coordinator

For support on Goal 1 Objective 4, contact CLPPB at: PDSS@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Fill in LHJ Name:

Funding Level:

Objective 4 Tasks	Deliverables (Uploaded to SharePoint, or as specified)	Reporting Due Date
Task 1: Submit complete, accurate, and timely performance trackers to the CLPPP SharePoint site. <i>Reporting periods are six months long and adhere to the following biannual intervals: January 1 - June 30 and July 1 - December 31 of each year.</i>	Administration Performance Tracker Case Management Performance Tracker Environmental Performance Tracker Outreach Performance Tracker	Every 6 months on January 31 and July 31 (a month after the end of each reporting period). If a time extension is required, the contractor shall make the request to CLPPB via email at PDSS@cdph.ca.gov .
Task 2: Comply with all performance tracker findings to improve services provided, documentation, and reporting.	Responses to all performance tracker findings and updated documentation as necessary.	Within 30 days of receipt of the Performance Measure Summary.
Task 3: Participate fully in a program monitoring review at least once per contract cycle.	Email correspondence with CLPPB site review coordinator. Site review attendance sheet.	N/A (CLPPB will maintain this documentation)
Task 4: Comply with all program improvement requirements of the program monitoring process. Contractors found to be out of compliance during program monitoring may be subject to more frequent monitoring, and if findings are not corrected, sanctions may be imposed.	Responses to all program monitoring actions required (submitted to CLPPB site review coordinator). Progress on recommendations for program improvement, as necessary (reported every 6 months in Administration Performance Tracker).	Within 8 weeks of receipt of the Program Monitoring Site Review Summary Letter.

Objective 5 Cultivate an inclusive workplace to attract and retain a diverse, empowered, and highly engaged workforce.

Title of a CLPPP staff person responsible for Goal 1, Objective 5 Tasks: _____

For support on Goal 1 Objective 5, contact CLPPB at: PDSS@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Objective 5 Tasks	Deliverables (Reported in Administration, Outreach, and Environmental Performance Trackers)	Reporting Due Date
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Fill in LHJ Name:

Funding Level:

Task 1: Report on efforts to incorporate a Racial and Health Equity lens into daily contractor operations to meet Program mission.	Descriptions of Racial and Health Equity efforts, including changes in protocols and practices to foster equitable health outcomes in populations served.	Every January 31 and July 31, beginning January 31, 2024.
<i>Task 1 Resources: CLPPB will take actions to support a diverse and skilled public health workforce through racial and health equity (RHE) capacity building. This includes hosting a Lunch n' Learn speaker series to discuss RHE best practices and learn how to implement effective strategies within local communities to foster equitable prevention of childhood lead poisoning.</i>		

Goal 2: Develop and engage in multi-level transdisciplinary partnerships to leverage strategies for lead poisoning prevention.

Utilize Appendix 2: Partnership Assessment Tool to document current partnerships and establish a baseline from which to build future partnerships during the FY 2023-2026 contract cycle. Submit the completed appendix with the SOW.

Objective 1 Expand collaborative efforts to improve and deliver comprehensive Program services and foster future research and collaborative opportunities.

Title of a CLPPP staff person responsible for Goal 2, Objective 1 Tasks: _____

For support on Goal 2 Objective 1, contact CLPPB at: PDSS@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Contractor will transition from networking to intervention-based collaboration with existing partners (documented in Appendix 2, Table 2) by following the progressive task process below to meet Objective 1:

Objective 1 Tasks	Deliverables (Reported in Outreach Performance Tracker)	Reporting Due Date
Task 1: Conduct activities needed to strengthen partnership, including establishing more clearly defined roles, creating shared decision-making around joint work, developing channels for regular communication, and establishing written consensus. <i>Reporting period: July 1 – December 31, 2023.</i>	Dates of meetings. Meeting objectives and meeting outcomes. Written consensus between partners.	January 31, 2024

Fill in LHJ Name:

Funding Level:

Task 2: Effectively communicate up-to-date and solution-focused health information with partners and communities by completing the following: Implementing best practices (identified by CLPPB). Establishing a mechanism to receive feedback from community-based organizations who interface with communities at high-risk of lead exposure. Co-developing strategies for effective online and traditional messaging. <i>Reporting period: January 1 – June 30, 2024.</i>	Documentation of best practices implemented. Overview of feedback mechanism. Draft strategies for effective messaging for CLPPB approval.	July 31, 2024
<i>Task 2 Resources: By July 1, 2023, CLPPB will upload best practices for effective communication to SharePoint.</i>		
Task 3: Conduct activities needed to enhance strategies for lead poisoning prevention (e.g., hosting meetings to learn and discuss strategies, discussions with partners via phone or email) and co-develop interventions. <i>Reporting period: July 1 – December 31, 2024.</i>	List of draft interventions and quantitative evaluation plans for CLPPB approval.	January 31, 2025
Task 4: Implement, track, and evaluate interventions with partners. <i>Reporting periods: January 1 – June 30, 2025, and subsequent 6-month reporting periods.</i>	Finalized list of interventions. Qualitative and quantitative data on success of implemented interventions. Documentation of all educational materials distributed, and estimated number of people reached. Summary of feedback every 6 months, as applicable.	Every January 31 and July 31, beginning July 31, 2025.
<i>Task 3&4 Resources: Refer to the Evaluation Toolkit (2021) for information and templates to assist with evaluation.</i>		

Objective 2 Develop and implement population-based interventions and policies with and for communities who are at highest risk of lead exposure.

Fill in LHJ Name:

Funding Level:

Title of a CLPPP staff person responsible for Goal 2, Objective 2 Tasks: _____

For support on Goal 2 Objective 2, contact CLPPB at: PDSS@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Referencing the partnership categories in Appendix 2 Table 3, contractor will develop and leverage new partnerships in all categories for which an existing partnership does not yet exist, according to the local funding level. Follow the progressive task process below to meet Objective 2:

Objective 2 Tasks	Deliverables (Reported in Outreach Performance Tracker)	Reporting Due Date
Task 1: Conduct activities needed to establish partnership, such as researching and contacting potential partners, meeting to discuss roles and responsibilities, and establishing written consensus with partners. <i>Reporting period: July 1, 2023 – December 31, 2023, January 1 – June 30, 2024, or July 1 – December 31, 2024 (as specified in Appendix 2).</i>	List of researched and identified organizations. Written consensus between partners.	According to schedule in Appendix 2: Partnership Assessment Tool (Table 3).
Task 2: Conduct activities needed to co-develop strategies for lead poisoning prevention, such as meeting to learn and discuss strategies, discussing via phone, or emailing with partners. <i>Reporting period: January 1 – June 30, 2024, July 1 – December 31, 2024, or January 1 – June 30, 2025 (as specified in Appendix 2).</i>	Dates of meetings. Meeting objectives and meeting outcomes.	Within 6 months after completion of Task 1.
Task 3: Conduct activities needed to co-draft interventions with partners, building on strategies identified in Task 2, such as sharing existing interventions, meeting to create or revise interventions, or soliciting community input on draft intervention strategies.	List of draft interventions and quantitative evaluation plans for CLPPB approval.	Within 6 months after completion of Task 2.

Fill in LHJ Name:

Funding Level:

<i>Reporting period: July 1 – December 31, 2024, January 1 – June 30, 2025, or July 1 – December 31, 2025 (as specified in Appendix 2).</i>		
Task 4: Implement, track, and evaluate interventions with partners. <i>Reporting period: January 1 – June 30, 2025, July 1 – December 31, 2025, or January 1 – June 30, 2026 (as specified in Appendix 2), and subsequent 6-month reporting periods.</i>	Finalized list of interventions. Qualitative and quantitative data on success of implemented interventions. Documentation of all educational materials distributed, and estimated number of people reached.	Every January 31 and July 31, after completion of Task 3.
Task 3&4 Resources: Refer to the Evaluation Toolkit (2021) for information and templates to assist with evaluation.		

Goal 3: Create lead-safe environments by identifying and reducing lead hazards where children live, play, learn, and spend time.

Objective 1 Proactively inspect for, identify, and ensure remediation of lead hazards to equitably prevent childhood lead poisoning.

For support on Goal 3 Objective 1, contact CLPPB at LHRS1@cdph.ca.gov.

Action 1.1 Strengthen Program proactive inspections and remediation oversight.

CLPPPs are encouraged to pursue as many proactive inspections as possible to address the needs of local communities. At minimum, ensure that the following requirements are met:

- *Funding Level 1: At least 1 proactive inspection per reporting period.*
- *Funding Level 2: At least 3 proactive inspections per reporting period.*
- *Funding Level 3: At least 5 proactive inspections per reporting period.*

Title of a CLPPP staff person responsible for Goal 3, Action 1.1: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 1.1 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date

Fill in LHJ Name:

Funding Level:

Task 1: Document a standard operating procedure (SOP) which delineates how proactive inspections will be performed to prevent childhood lead poisoning in areas at high-risk of lead exposure.	Draft SOP (workplan) for CLPPB approval, including the criteria that will be used to determine the sites of proactive inspections and criteria used to document lead hazard removal/ remediation (submitted with the SOW).	Submitted with SOW.
<i>Task 1 Resources: By September 1, 2022, CLPPB will upload to SharePoint guidance on developing an SOP (workplan). Please re-submit workplans if previously submitted during FY 2020-2023 contract cycle.</i>		
Task 2: As necessary, revise SOP, including to strengthen proactive inspections based on CLPPB guidance and referral system models.	SOP for CLPPB approval, when updated (uploaded to SharePoint).	January 31 and July 31, beginning January 31, 2024.
<i>Task 2 Resources: By July 1, 2023, CLPPB will upload to SharePoint a toolkit of referral system models to provide guidance on strengthening criteria for proactive inspections.</i>		
Task 3: Conduct and track at least {LHJ fills in #} proactive inspections. When lead hazards are identified, conduct and track follow-up activities to ensure lead hazard remediation. <i>Reporting periods: July 1, 2023 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Documented proactive inspections and follow-up activities performed.	Every July 31 and July 31, beginning January 1, 2024.
<i>Task 2 Resources: By January 1, 2025, CLPPB will upload updated EP Guidance on proactive inspections to SharePoint and will have provided trainings on conducting proactive inspections and remediation oversight.</i>		

Action 1.2 Support incorporation of lead hazard identification into existing local proactive inspection programs.

Goal 3, Action 1.2 will be completed by all CLPPPs with available resources and is required for those with Funding Level 3 by the reporting due date indicated below. For those with available resources in Funding Levels 1 and 2, use the drop-down menu in the Reporting Due Date column to designate if the contractor will report on progress made towards this action by an alternate date.

Title of a CLPPP staff person responsible for Goal 3, Action 1.2: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 1.2 Tasks	Deliverables	Reporting Due Date
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Fill in LHJ Name:

Funding Level:

	(Reported in Environmental Performance Tracker, or as specified)	
Task 1: Identify at least {LHJ fills in #} local inspection program(s) to pilot integration of lead hazards into routine inspections. <i>Reporting period: July 1, 2023 – June 30, 2024, or as specified.</i>	Criteria used to identify local inspection program for pilot. Name and contact information for local inspection program.	July 31, 2024 {dropdown menu w/ future PR dates}
Task 2: Host meetings and trainings to support the local inspection programs to pilot integration of lead hazards into routine inspections. <i>Reporting period: July 1 – December 31, 2024, or as specified.</i>	Training attendees, minutes, agenda, and evaluation tool results (uploaded to SharePoint).	January 31, 2025 {dropdown menu w/ future PR dates}
<i>Tasks 2&3 Resources: By October 1, 2024, CLPPB will upload a model plan, including training resources, to SharePoint to support LHJs to integrate lead hazard identification and citation into existing inspection programs.</i>		
Task 3: Track qualitative and quantitative feedback on the success of the pilot program. <i>Reporting period: January 1 – June 30, 2025, or as specified.</i>	Quantitative and qualitative feedback (uploaded to SharePoint).	July 31, 2025 {dropdown menu w/ future PR dates}
Task 4: As resources allow, conduct additional trainings and track lead hazard identification, either with above proactive inspection programs and/or new partners. <i>Reporting periods: July 1 – December 31, 2025, or as specified, and subsequent 6-month reporting periods.</i>	Training attendees, minutes, agenda, and evaluation tool. results (uploaded to SharePoint). Quantitative and qualitative data.	January 31 and July 31, after completion of Task 3.
<i>Task 2 - 4 Resources: Refer to the Evaluation Toolkit (2021) for information and templates to assist with evaluation.</i>		

Action 1.3 Leverage funding for comprehensive healthy housing remediation.

Goal 3, Action 1.3 will be completed by all CLPPPs with available resources and is required for those with Funding Level 3 by the reporting due date indicated below. For those with available resources in Funding Levels 1 and 2, use the drop-down menu in the Reporting Due Date column to designate if the contractor will report on progress made towards this action by an alternate date.

Fill in LHJ Name: _____

Funding Level: _____

Title of a CLPPP staff person responsible Goal 3, Action 1.3: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 1.3 Tasks	Deliverables (Uploaded to SharePoint)	Reporting Due Date
<i>Action 1.3 Resources: By July 1, 2024, CLPPB will train CLPPPs and upload a toolkit to SharePoint with documented mechanisms for leveraging funding for health housing remediation.</i>		
Task 1: Develop written consensus between partners with at least {LHJ fills in #} public and/or private organizations to facilitate and/or fund lead abatement work and outline roles, responsibilities, and mechanisms which will be pursued. <i>Reporting period: July 1, 2023 – June 30, 2024, or as specified.</i>	Written consensus between partners. Outline of roles, responsibilities, and mechanisms which will be pursued.	July 31, 2024 {dropdown menu w/ future PR dates}
Task 2: Implement mechanisms to leverage funding for healthy housing. <i>Reporting period: July 1, 2024 – June 30, 2025, or as specified, and subsequent 12-month reporting periods.</i>	List of mechanisms used, activities performed, and resulting outcomes	July 31 after completion of Task 1.

Objective 2 Improve education for tenants on rights and resources to ensure safety during lead hazard evaluation and remediation.

For support on Goal 3 Objective 2, contact CLPPB at: LHRS1@cdph.ca.gov.

Action 2.1 Increase tenant capacity to identify and report tips/complaints of lead hazards and unsafe work practices.

Title of a CLPPP staff person responsible for Goal 3, Action 2.1: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 2.1 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date

Fill in LHJ Name:

Funding Level:

Task 1: Implement strategies to facilitate reporting of tips/complaints. <i>Reporting periods: July 1 – December 31, 2023, and January 1 – June 30, 2024.</i>	Tracked completion of strategies for effective reporting.	January 31, 2024, and July 31, 2024.
<i>Task 1 Resources: By October 1, 2023, CLPPB will upload a toolkit with compiled strategies for effective reporting of tip/complaints to SharePoint.</i>		
Task 2: Incorporate reporting of tip/complaints into routine communications and educational materials, using best practices for effective communication. <i>Reporting period: July 1 – December 31, 2024.</i>	Updated educational materials (uploaded to SharePoint).	January 31, 2025
<i>Task 2 Resources: By July 1, 2023, CLPPB will publish a summary of best practices on SharePoint for effective messaging for targeted audiences.</i>		
Task 3: Track tips/complaints received, and follow-up activities performed in performance tracker. <i>Reporting periods: January 1 – June 30, 2025, and subsequent 6-month reporting periods.</i>	Details of tips and complaints Details of corresponding follow-up activities	January 31 and July 31, beginning July 31, 2025.

Action 2.2 Improve family access to short-term low-cost lodging during remediation.

Goal 3, Action 2.2 will be completed by all CLPPPs with available resources and is required for those with Funding Levels 2 and 3 by the reporting due date indicated below. For those with available resources in Funding Level 1, use the drop-down menu in the Reporting Due Date column to designate if the contractor will report on progress made towards this action by an alternate date. CLPPPs are encouraged to pursue as many partnerships as possible to address the needs of local communities. At minimum, ensure that the following requirements are met:

- Funding Level 2: At least 1 partner.
- Funding Level 3: At least 2 partners.

Title of a CLPPP staff person responsible for Goal 3, Action 2.2: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 2.2 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date
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Fill in LHJ Name:

Funding Level:

Task 1: Identify and establish written consensus with {LHJ fills in #} organizations that can provide families short-term low-cost lodging, such as local community or faith-based organizations. <i>Reporting period: July 1 – December 31, 2024, or as specified.</i>	Written consensus between partners (uploaded to SharePoint).	January 31, 2025 {dropdown menu w/ future PR dates}
Task 2: Document a standard operating procedure (SOP) for connecting families with temporary lodging, incorporating co-developed processes for referrals and follow-up to ensure temporary lodging is provided by partners in necessary circumstances. <i>Reporting period: January 1 – June 30, 2025, or as specified.</i>	Draft SOP (uploaded to SharePoint).	July 31, 2025 {dropdown menu w/ future PR dates}
<i>Task 2 Resources: By July 1, 2023, CLPPB will upload to SharePoint a summary of survey findings on family relocation procedures. By January 1, 2024, CLPPB will upload to SharePoint an example SOP for connecting families with temporary lodging.</i>		
Task 3: Track referrals made, and families provided short-term lodging during remediation according to SOP. <i>Reporting period: July 1 – December 31, 2025, or as specified, and subsequent 6-month reporting periods.</i>	List of referrals made. Number of families provided short-term lodging.	January 31 and July 31 after completion of Task 2.
<i>Task 3 Resources: By July 1, 2024, CLPPB, with assistance of CLPPPs with available resources, will have developed and uploaded to SharePoint resources to provide families with local low-cost lodging information. Please indicate participation by designating the CLPPP contact name(s) of those who will assist:</i>		

Action 2.3 Ensure access to low-cost legal services for tenants.

Goal 3, Action 2.3 will be completed by all CLPPPs with available resources and is required for those with Funding Levels 2 and 3 by the reporting due date indicated below. For those with available resources in Funding Level 1, use the drop-down menu in the Reporting Due Date column to designate if the contractor will report on progress made towards this action by an alternate date. CLPPPs are encouraged to pursue as many partnerships as possible to address the needs of local communities. At minimum, ensure that the following requirements are met:

Fill in LHJ Name:

Funding Level:

- *Funding Level 2: At least 1 partner.*
- *Funding Level 3: At least 2 partners.*

Title of a CLPPP staff person responsible for Goal 3, Action 2.3: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 2.3 Tasks	Deliverables (Uploaded to SharePoint, or as specified)	Reporting Due Date
Task 1: Develop a list of potential partner organizations that can assist in connecting tenants to low-cost legal support services. <i>Reporting period: July 1 – December 31, 2023, or as specified.</i>	List of potential partners.	January 31, 2024 {dropdown menu w/ future PR dates}
Task 2: Identify and establish written consensus with {LHJ fills in #} organizations that connect tenants to low-cost legal support services. <i>Reporting period: January 1 – June 30, 2024, or as specified.</i>	Written consensus between partners.	July 31, 2024 {dropdown menu w/ future PR dates}
Task 3: Follow guidance in CLPPB toolkit to co-develop processes for referrals and follow-up with established partners. <i>Reporting period: July 1 – December 31, 2024, or as specified.</i>	Draft processes for referrals and follow-up with established partners.	January 31, 2025 {dropdown menu w/ future PR dates}
<i>Task 3 Resources: By January 1, 2024, CLPPB will upload a toolkit to SharePoint with guidance for CLPPPs on connecting tenants to low-cost legal services.</i>		
Task 4: Document an SOP for connecting tenants with low-cost legal services. <i>Reporting period: January 1 – June 30, 2025, or as specified.</i>	Draft SOP.	July 31, 2025 {dropdown menu w/ future PR dates}

Fill in LHJ Name:

Funding Level:

Task 5: Take actions following the SOP to connect tenants to low-cost legal services as necessary for protections from lead exposure and eviction during the lead hazard evaluation and remediation processes. <i>Reporting periods: July 1 – December 31, 2025, or as specified, and subsequent 6-month reporting periods.</i>	List of actions taken to connect tenants to low-cost legal services (reported in Environmental Performance Tracker).	January 31 and July 31, after completion of Task 4.
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Objective 3 Proactively reduce children's lead exposure to non-housing items based on known exposure data.

For support on Goal 3 Objective 3, contact CLPPB at: LHRS1@cdph.ca.gov.

Action 3.1 Provide clear information on items with known lead contamination and alternatives.

Title of a CLPPP staff person responsible for Goal 3, Action 3.1: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 3.1 Tasks	Deliverables (Reported in Environmental Performance Tracker)	Reporting Due Date
Task 1: Follow the monitoring and publication system with updated information about lead content from tested products. <i>Reporting periods: July 1 – December 31, 2024, and subsequent 6-month reporting periods.</i>	Dates, names, and locations of published items with known lead contamination.	January 31 and July 31, beginning January 31, 2025.
<i>Task 1 Resources: By October 1, 2024, CLPPB will share criteria with the CLPP Program for ongoing monitoring and publication of a publicly available system for items with known lead contamination and hosted trainings and meetings designed to educate CLPPPs on use of the system.</i>		

Action 3.2 CLPPB effectively coordinates with regulatory agencies and enhances referral systems to regulate consumer products tested with lead content.

Title of a CLPPP staff person responsible for Goal 3, Action 3.2: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Fill in LHJ Name:

Funding Level:

Action 3.2 Tasks	Deliverables (Submitted via email in response to CLPPB)	Reporting Due Date
Task 1: Provide complete and timely supplemental information to CLPPB about non-housing samples with detectable lead upon request.	Supplemental Non-housing Description Form	Within 5 business days of CLPPB request.
<i>Note: coordination with regulatory agencies is primarily CLPPB responsibility. The contractor task is above.</i>		

Action 3.3 Proactively collect and test high-risk non-housing samples for lead contamination.

Goal 3, Action 3.3 will be completed by all CLPPPs with available resources and is required for those with frequent non-housing sources of lead exposure. Please designate the title of the staff person responsible if the contractor will report on progress made towards this action. CLPPPs are encouraged to pursue as many proactive sampling events as possible and address the needs of local communities. For CLPPPs with frequent non-housing sources of lead exposure, ensure that the following minimum requirements are met:

- *Funding Level 1: At least 1 sampling event.*
- *Funding Level 2: At least 3 sampling events.*
- *Funding Level 3: At least 5 sampling events.*

Title of a CLPPP staff person responsible for Goal 3, Action 3.3: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 3.3 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date
Task 1: Proactively collect and test batches of high-risk non-housing samples at {LHJ fills in #} sampling events. <i>Reporting period: January 1 – June 30, 2024.</i>	Details of sample collection activities and results.	July 31, 2024
<i>Task 1 Resources: By January 1, 2024, CLPPB will share protocols with CLPPPs and host trainings to support LHJ staff to proactively collect and test non-housing samples.</i>		
Task 2: Summarize recommendations and successful case studies from the proactive high-risk non-housing sample collection in task 1.	Written summary (uploaded to SharePoint).	January 31, 2025

Fill in LHJ Name:

Funding Level:

<i>Reporting period: July 1 – December 31, 2024.</i>		
Task 3 (as resources allow): Check ☐ if Task 3 will be pursued.		
Proactively collect and test batches of high-risk non-housing samples at a minimum of {LHJ fills in #} sampling events, following recommendations and guidance. <i>Reporting periods: July 1 – December 31, 2025, and subsequent 6-month reporting periods.</i>	Details of sample collection activities and results.	January 31 and July 31, beginning January 31, 2026.
<i>Task 3 Resources: By July 1, 2025, CLPPB will upload a summary of recommendations and case studies from data analysis of sampling conducted in Tasks 1 and 2 to SharePoint.</i>		

Objective 4 Strengthen code enforcement strategies to ensure access to lead-safe housing.

For support on Goal 3 Objective 4, contact CLPPB at: LHRS1@cdph.ca.gov.

Action 4.1 Ensure LHJs are provided with adequate support for adhering to enforcement response policies.

Goal 3, Action 4.1 will be completed by all CLPPPs. Task 3b will be completed by all CLPPPs with available resources and is required for those with Funding Level 3. Please select the box below if Task 3b will be pursued. Use the dropdown menus in the Reporting Due Date column to designate if the contractor will report on progress made towards Tasks 1-3, and Task 3b if applicable, by an alternate date to that indicated below.

Title of a CLPPP staff person responsible for Goal 3, Action 4.1: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 4.1 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date
Task 1: Co-develop interagency referral and reporting procedures with partners to foster cooperation and ensure compliance. <i>Reporting period: July 1 – December 31, 2023.</i>	Documented details of actions taken with partners.	January 31, 2024 {dropdown menu w/ past PR dates for those w/ existing ERPs}
<i>Task 1 Resources: By July 1, 2023, CLPPB will upload to SharePoint a toolkit to provide support for enforcement response policies.</i>		

Fill in LHJ Name:

Funding Level:

Task 2: Draft progressive enforcement procedures or update enforcement response policy (ERP) and submit to CLPPB. <i>Reporting period: January 1 – June 30, 2024.</i>	Draft procedures or current ERP (uploaded to SharePoint).	July 31, 2024 {dropdown menu w/ past PR dates for those w/ existing ERPs}
<i>Task 2 Resources: By July 1, 2024, CLPPB will provide training to support CLPPPs to develop progressive enforcement procedures and adhere to enforcement response policies.</i>		
Task 3: Incorporate CLPPB feedback. <i>Reporting period: July 1, 2024 – December 31, 2024.</i>	Updated procedures or ERP (uploaded to SharePoint).	January 1, 2025 {dropdown menu w/ past PR dates for those w/ existing ERPs}
Task 3b: Check ☐ if Task 3b will be pursued.		
Obtain local approval of ERP.	List actions taken to obtain local approval of ERP. Locally approved ERP (uploaded to SharePoint).	Every 6 months after completion of Task 3 and until approval of ERP obtained on: {dropdown menu w/ future PR dates – possible multiple to show progress}
<i>Task 3&3b Resources: By October 1, 2024, CLPPB will provide feedback and revisions for ERP improvement.</i>		
Task 4: Follow progressive enforcement procedures or policy to take escalated enforcement actions as necessary. <i>Reporting periods: January 1 – June 30, 2025, or as specified, and subsequent 6-month reporting periods.</i>	Documentation of actions taken following procedures or policy.	Every January 31 and July 31, after completion of Task 3.

Action 4.2 Engage with code enforcement agencies to promote enforcement of lead-safe housing codes.

Goal 3, Action 4.2 will be completed by all CLPPPs with available resources and is required for those with Funding Levels 2 and 3 by the reporting due date indicated below. For those with available resources in Funding Level 1, use the drop-down menu in the Reporting Due Date column to designate if the contractor will report on progress made towards this action by an alternate date. CLPPPs are encouraged to pursue as many collaborations and trainings as possible to address the needs of local communities. At minimum, ensure that the following requirements are met:

Fill in LHJ Name:

Funding Level:

- *Funding Level 2: At least 1 partner collaboration and 1 training.*
- *Funding Level 3: At least 3 partner collaborations and 3 trainings.*

Title of a CLPPP staff person responsible for Goal 3, Action 4.2: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 4.2 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date
Task 1: Identify and establish written consensus with {LHJ fills in #} local code enforcement agencies, planning/building departments, and/or community/housing development departments to co-develop customized code enforcement training curriculum. <i>Reporting period: July 1 – December 31, 2023.</i>	Written consensus with identified partners (uploaded to SharePoint).	January 31, 2024 {dropdown menu w/ future PR dates}
Task 2: Co-develop customized educational materials for each LHJ targeting building departments and code enforcement. <i>Reporting period: January 1 – June 30, 2024.</i>	Customized enforcement educational materials targeting LHJ-specific needs (uploaded to SharePoint).	July 31, 2024 {dropdown menu w/ future PR dates}
Task 3: Offer trainings to local code enforcement partners and schedule training sessions. <i>Reporting period: July 1 – December 31, 2024.</i>	List of available trainings.	January 31, 2025 {dropdown menu w/ future PR dates}
Task 4: Conduct {LHJ fills in #} trainings with local partners to promote enforcement of lead-safe housing codes. <i>Reporting periods: July 1 – June 30, 2025, and subsequent 12-month reporting periods.</i>	Details of completed trainings, including list of attendees, topics covered, and evaluation tool results (uploaded to SharePoint).	Every July 31, after completion of Task 3.
<i>Task 2&4 Resources: By April 1, 2024, CLPPB will upload to SharePoint a code enforcement training evaluation tool and sample training materials.</i>		

Fill in LHJ Name:

Funding Level:

Action 4.3 Improve compliance to lead-safe work practice and certification requirements for lead-related construction work.

Goal 3, Action 4.3 will be completed by all CLPPPs with available resources and is required for those with Funding Level 3. Please designate the title of the staff person responsible if the contractor will report on progress made towards this action. CLPPPs are encouraged to pursue as many enforcement actions as possible to address the needs of local communities.

Title of a CLPPP staff person responsible for Goal 3, Action 4.3: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 4.3 Tasks	Deliverables (Reported in Environmental Performance Tracker)	Reporting Due Date
Task 1: Implement identified interventions for improved lead-related construction work compliance at the local level. <i>Reporting periods: July 1 – December 31, 2025, and January 1 – June 30, 2026.</i>	Tracked completion of activities outlined in toolkit.	January 31, 2026, and July 31, 2026
<i>Task 1 Resources: By July 1, 2025, CLPPB will upload to SharePoint a toolkit with guidance on how to implement identified strategies to improved lead-related construction work compliance.</i>		
Task 2: Track results of {LHJ fills in #} enforcement actions taken to improve lead-related construction work compliance. <i>Reporting period: January 1 – June 30, 2026.</i>	Documented details of actions taken.	July 31, 2026

Goal 4: Advance public health best practices, policies, and interventions through data-driven research.

Tasks associated with Goal 4 have been incorporated within all applicable goals of the workplan to implement best practices and feedback collection into contractor activities and track corresponding outcomes.

Goal 5: Timely detection of all children who are lead-burdened through universal evaluation and risk-appropriate blood lead testing.

Fill in LHJ Name:

Funding Level:

Objective 1 Utilize effective universal evaluation mechanisms.

For support on Goal 5 Objective 1, contact CLPPB at CMOS@cdph.ca.gov.

Action 1.1 Develop and implement culturally appropriate evaluation tools for families and communities that are child, family, and community centered.

Goal 5, Action 1.1, Task 1 will be completed by all CLPPPs. Goal 5, Action 1.1, Task 2 will be completed by all CLPPPs with available resources and is required for those with Funding Level 3. Please select the box below if Task 2 will be pursued.

Title of a CLPPP staff person responsible for Goal 5, Action 1.1 Tasks: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 1.1 Tasks	Deliverables (Reported in Outreach Performance Tracker)	Reporting Due Date
Task 1: Share and begin using childhood lead poisoning risk evaluation tool(s) provided by CLPPB with the public for use by families and communities. <i>Reporting periods: July 1 – December 31, 2025, and subsequent 6-month reporting periods.</i>	Methods by which tools were disseminated. Name and contact information of partners and organizations with whom tools were shared. Ways in which partners use or disseminate the tools.	January 31 and July 31, beginning January 31, 2026.
<i>Task 1 Resources: By January 1, 2025, CLPPB will provide the CLPP Program childhood lead exposure risk evaluation tools, developed through research of any existing local childhood lead exposure risk evaluation forms, other state tools, and best practices. Designated CLPPP staff will receive training on how to effectively use these tools with children, families, and communities.</i>		
Task 2: Check ☐ if Task 2 will be pursued.		
Assist CLPPB to collect feedback from the public on the risk evaluation tools to make them more culturally appropriate and child, family, and community-centered. <i>Reporting period: January 1 – June 30, 2026.</i>	How feedback was collected from partners. Summary of feedback related to the tool.	July 31, 2026
<i>Task 2 Resources: By October 1, 2024, CLPPB will implement a feedback collection mechanism for the public to evaluate effectiveness of communication of science and research.</i>		

Fill in LHJ Name:

Funding Level:

Action 1.2 Develop and implement user-friendly evaluation tools for use during wellness visits that are informed by feedback from providers and clinical support staff.

Goal 5, Action 1.2, Task 1 will be completed by all CLPPPs. Goal 5, Action 1.2, Task 2 will be completed by all CLPPPs with available resources and is required for those with Funding Level 3. Please select the box below if Task 2 will be pursued.

Title of a CLPPP staff person responsible for Goal 5, Action 1.2 Tasks: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 1.2 Tasks	Deliverables (Reported in Outreach Performance Tracker)	Reporting Due Date
Task 1: Share and begin using culturally appropriate childhood lead poisoning risk evaluation tool(s) provided by CLPPB with providers and clinical support staff for use during wellness visits. <i>Reporting periods: July 1 – December 31, 2025, and subsequent 6-month reporting periods.</i>	Methods by which tools were disseminated. Name and contact information of partners and organizations with whom tools were shared. Ways in which partners use or disseminate the tools.	January 31 and July 31, beginning January 31, 2026.
<i>Task 1 Resources: By July 1, 2025, CLPPB will provide the CLPP Program childhood lead exposure risk evaluation tools. Designated CLPPP staff will receive training on how to effectively use these tools with providers and clinical support staff.</i>		
Task 2: Check ☐ if Task 2 will be pursued.		
Assist CLPPB to collect feedback on the risk evaluation tools from providers and clinical support staff users to make them more user-friendly and effective. <i>Reporting period: January 1 – June 30, 2026.</i>	How feedback was collected from partners. Summary of feedback related to the tool.	July 31, 2026
<i>Task 2 Resources: By October 1, 2023, CLPPB will implement a feedback collection mechanism for providers and clinical support staff. The mechanism will be used to track results of tool impact on successful risk detection, and provider and clinical support staff adoption.</i>		

Action 1.3 Develop and implement the use of effective evaluation tools for non-clinical stakeholders in community settings.

Goal 5, Action 1.3, Task 1 will be completed by all CLPPPs. Goal 5, Action 1.3, Task 2 will be completed by all CLPPPs with available resources and is required for those with Funding Level 3. Please select the box below if Task 2 will be pursued.

Fill in LHJ Name:

Funding Level:

Title of a CLPPP staff person responsible for Goal 5, Action 1.3 Tasks: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 1.3 Tasks	Deliverables (Reported in Outreach Performance Tracker)	Reporting Due Date
Task 1: Share and begin using culturally appropriate childhood lead poisoning risk evaluation tool(s) provided by CLPPB with non-clinical stakeholders and/or community agencies for use in community settings. <i>Reporting periods: July 1 – December 31, 2025, and subsequent 6-month reporting periods.</i>	Methods by which tools were disseminated. Name and contact information of partners and organizations with whom tools were shared. Ways in which partners use or disseminate the tools.	January 31 and July 31, beginning January 31, 2026.
<i>Task 1 Resources: By July 1, 2025, CLPPB will provide the CLPP Program childhood lead exposure risk evaluation tools. Designated CLPPP staff will receive training on how to effectively use them with non-clinical stakeholders and community agencies.</i>		
Task 2: Check ☐ if Task 2 will be pursued.		
Assist CLPPB to collect feedback on the risk evaluation tools from non-clinical stakeholders and/ or community agencies to make them more effective. <i>Reporting period: January 1 – June 30, 2026.</i>	How feedback was collected from partners Summary of feedback related to the tool	July 31, 2026
<i>Task 2 Resources: By July 1, 2023, CLPPB will implement a feedback collection mechanism for non-clinical stakeholders and/or community agencies.</i>		

Objective 2 Ensure all children, especially those at highest risk of lead exposure, have access to evaluation and appropriate blood lead screening.

For support on Goal 5 Objective 2, contact CLPPB at CMOS@cdph.ca.gov.

Action 2.1 Provide training, education, and support for providers and other clinical staff to ensure the delivery of child blood lead screening and testing in accordance with California regulations.

Title of a CLPPP staff person responsible for Goal 5, Action 2.1 Tasks: _____

Fill in LHJ Name:

Funding Level:

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 2.1 Tasks	Deliverables (Reported in Outreach Performance Tracker)	Reporting Due Date
Task 1: Implement and disseminate CLPPB-provided trainings, educational resources, and guidelines to improve screening and testing rates. <i>Reporting periods: July 1 – December 31, 2025, and January 1 – June 30, 2026.</i>	List of providers/clinical staff who attend trainings, dates of trainings, materials/resources distributed.	January 31, 2026, and July 31, 2026.
<i>Task 1 Resources: By April 1, 2025, CLPPB will upload provider-informed, training, education, and support resources to SharePoint. CLPPB will also have shared protocols with designated CLPPP staff and expectations for use with providers and other clinical staff.</i>		

Action 2.2 Enhance community access to blood lead screening and testing sites, including school-based, mobile and community testing sites.

Goal 5, Action 2.2, Tasks 1&2 will be completed by all CLPPPs. Goal 5, Action 2.2, Tasks 3-6 will be completed by all CLPPPs with available resources and based on community need. Please select the box below if Tasks 3 – 6 will be pursued.

Title of a CLPPP staff person responsible for Goal 5, Action 2.2 Tasks: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 2.2 Tasks	Deliverables (Uploaded to SharePoint)	Reporting Due Date
Task 1: Document existing community blood lead testing sites in a user-friendly format. Propose activities to distribute materials to providers and the general public. <i>Reporting period: July 1 – December 31, 2024.</i>	Copies of educational materials or screenshots Pre-published digital materials for CLPPB approval Description of proposed activities for CLPPB approval	January 31, 2025
<i>Task 1&3 Resources: By July 1, 2024, CLPPB will upload to SharePoint a list of identified community blood lead testing sites in California with existing pediatric blood lead testing infrastructure.</i>		

Fill in LHJ Name:

Funding Level:

Task 2: Distribute approved lists of existing community blood lead testing sites to providers and the general public. <i>Reporting period: January 1 – June 30, 2025, and subsequent 6-month reporting periods.</i>	Copies or screenshots of distributed materials Description of activities to distribute materials and number of materials distributed Number of people reached at each activity	January 31 and July 31, beginning July 31, 2025.
Check ☐ if Tasks 3 – 6 will be pursued.		
Task 3 (as resources allow): Establish a written consensus with listed testing sites to improve community access to blood lead testing. <i>Reporting period: July 1 – December 31, 2024.</i>	Written consensus with identified testing sites	January 31, 2025
Task 4 (as resources allow): Meet with testing sites to learn and discuss strategies to improve community access to blood lead testing. <i>Reporting period: January 1 - June 30, 2025.</i>	Number and date/time of meetings, meeting agendas, outcomes from meetings including list of strategies discussed/considered.	July 31, 2025
Task 5 (as resources allow): Identify and co-draft strategies to improve community access to blood lead testing. <i>Reporting period: July 1 – December 31, 2025.</i>	Draft of strategies for CLPPB approval.	January 31, 2026
Task 6 (as resources allow): Implement strategies identified by partnership. <i>Reporting period: January 1 – June 30, 2026.</i>	Finalized strategies. Tracked completion of strategies and brief summary of outcomes after strategy implementation.	July 31, 2026

Objective 3 Ensure accurate, secure, and comprehensive reporting of blood lead screening and testing results.

Action 3.1 Enhance electronic sharing of protected health information with internal and external partners.

Title of a CLPPP staff person responsible for Goal 5, Action 3.1 Tasks: _____

For support on Goal 5 Objective 3, contact CLPPB at PERSDDataUnit@cdph.ca.gov.

Fill in LHJ Name:

Funding Level:

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 3.1 Tasks	Deliverables (Reported in Administration Performance Tracker, or as specified)	Reporting Due Date
Task 1: Adhere to CLPPB data security and program confidentiality policies and procedures (Exhibit G) when accessing, obtaining, storing, retaining, and transmitting protected or sensitive health information.	Confirmation of receipt of CLPPB guidelines, including: Health and Safety Code, Sections 124130 and 100330 CLPPB documentation, such as Surveillance and Data Management Manual Contract attachments CLPPB Program Letters Other relevant national and state confidentiality provisions, such as the Health Insurance Portability and Accountability Act (HIPAA).	January 31 and July 31, beginning January 31, 2024.
<i>Task 1 Resources: By July 1, 2023, CLPPB will provide CLPP Program staff who handle, transmit or have access to patient protected health information (PHI) with updated guidance, training, and support to appropriately handle, transmit or access such information within current guidelines, regulations and statutes governing data security.</i>		
Task 2: Implement best practices identified by CLPPB for identifying, handling, and reporting data security breaches. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Summary of security breaches.	January 31 and July 31, beginning January 31, 2024. Additionally, CLPPB must be notified of potential data security incidents at CLPPBContractManagers@cdph.ca.gov .
<i>Task 2 Resources: By July 1, 2023, CLPPB will provide CLPP Program staff with written guidance regarding the proper identification, handling and reporting of data security breaches at the CLPPP level.</i>		

Fill in LHJ Name:

Funding Level:

Task 3: Submit data analyses, tabulations, and reports to CLPPB for review, and share such products only upon authorization by CLPPB. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Materials for review (send to PDSS@cdph.ca.gov). Summary of materials submitted for CLPPB review, date of approval, and date first shared externally.	January 31 and July 31, beginning January 31, 2024.
Task 4: Implement the most stringent CLPPB and local best practices for data retention and the sharing and disposition of patient data. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Documentation of full case records past the retention period and steps taken to follow retention requirements. Dates of CLPPB consultation for review and storage before destruction by CLPPP.	January 31 and July 31, beginning January 31, 2024.

Objective 4 Evaluate and ensure provider adherence with California state statutes and regulations for blood lead screening and follow-up testing.

For support on Goal 5 Objective 4, contact CLPPB at CMOS@cdph.ca.gov.

Action 4.1 Implement provider interventions to address barriers to screening and follow-up testing compliance.

Title of a CLPPP staff person responsible for Goal 5, Action 4.1 Tasks: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 4.1 Tasks	Deliverables (Reported in Outreach Performance Tracker)	Reporting Due Date
Task 1: Implement a targeted provider outreach campaign with identified providers who are associated with low blood lead level (BLL) screening and follow-up testing rates. <i>Reporting periods: July 1 – December 31, 2024, and January 1 - June 30, 2025.</i>	Method(s) used to implement the targeted provider outreach campaign. Name and contact information for partners, providers, and other organizations where the campaign was implemented.	January 31, 2025, and July 31, 2025.

Fill in LHJ Name:

Funding Level:

Task 1 Resources: By July 1, 2024, CLPPB will develop and share with CLPPPs a targeted provider outreach campaign to address those with low BLL screening and follow-up testing rates.

Action 4.2 Identify and promote effective and provider-informed BLL testing strategies in compliance with BLL screening and follow-up testing standards.

Title of a CLPPP staff person responsible for Goal 5, Action 4.2 Tasks: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 4.2 Tasks	Deliverables (Reported in Outreach Performance Tracker)	Reporting Due Date
Task 1: Implement effective strategies for communicating with local providers to promote effective and provider-informed BLL testing strategies. <i>Reporting periods: January 1 - June 30, 2025, and subsequent 6-month reporting periods.</i>	List of BLL screening and follow-up testing strategies promoted. Name and contact information for partners, providers, and other organizations where best practices and strategies were promoted.	January 31 and July 31, beginning July 31, 2025.
<i>Task 1 Resources: By October 1, 2024, CLPPB will upload to SharePoint tools and effective strategies for screening and follow-up testing described by providers and best practices for communication with providers.</i>		

Goal 6: Provide equitable and child-centered care for families who are lead poisoned through integrated case management and environmental services.

Objective 1 Provide services to all children and families who are lead poisoned with cultural sensitivity and cultural humility.

For support on Goal 6 Objective 1, contact CLPPB at CMOS@cdph.ca.gov.

Action 1.1 Improve bi-directional communication of case management services with families who are lead poisoned.

Title of a CLPPP staff person responsible for Action 1.1: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Fill in LHJ Name:

Funding Level:

Action 1.1 Tasks	Deliverables (Uploaded to SharePoint, or as specified)	Reporting Due Date
Task 1: Based on CLPPB best practices, develop strategies for incorporating cultural sensitivity and cultural humility into case management communication with families. <i>Reporting period: July 1, 2023 - June 30, 2024.</i>	Draft strategies for CLPPB approval Tracked completion of strategies and brief summary of outcomes after strategy implementation.	July 31, 2024
<i>Task 1 Resources: By July 1, 2023, CLPPB will upload to SharePoint a summary of best practices for communicating with families during secondary prevention services.</i>		
Task 2: Develop a timely, culturally sensitive, and effective notification system to disseminate results of blood lead testing, environmental assessment, and other relevant findings or education to families who are lead poisoned. <i>Reporting period: January 1, 2024 - June 30, 2024.</i>	Draft protocols for using notification system for CLPPB approval. Documentation of notifications to families per protocols (reported in case chart notes and/or RASSCLE II, for those inputting into RASSCLE II).	July 31, 2024
<i>Task 2 Resources: By January 1, 2024, CLPPB will provide guidance on developing a timely, culturally sensitive, and effective notification system with families who are lead poisoned, based on researched best practices.</i>		
Task 3: Implement strategies and protocols from Tasks 1 and 2 above to improve bi-directional communication of case management services with families. <i>Reporting periods: January 1 - June 30, 2025, and subsequent 6-month reporting periods.</i>	Finalized strategies and protocols from Tasks 1 and 2. Family surveys, questionnaires on experiences of services.	January 31 and July 31, beginning January 31, 2025.
<i>Task 3 Resources: By October 1, 2023, CLPPB will have customized a feedback collection mechanism to collect feedback from families served on strategies to improve the cultural sensitivity and cultural humility of Program services. By January 1, 2024, CLPPB will provide surveys/questionnaires for use with families in multiple languages and written guidance on expectations for implementing feedback mechanism.</i>		

Action 1.2 Enhance and adapt Program services to reduce barriers to care.

Title of a CLPPP staff person responsible for Goal 6, Action 1.2: _____

Fill in LHJ Name:

Funding Level:

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 1.2 Tasks	Deliverables (Uploaded to SharePoint)	Reporting Due Date
Task 1: Collaborate with CLPPB to document a standard operating procedure (SOP) for using child-centered tiered case management services to increase services offered to families. <i>Reporting period: July 1 – December 31, 2023.</i>	SOP for using child-centered tiered services and tailored to staff, specifying which services will be provided at which BLLs, for CLPPB approval.	January 31, 2024
<i>By July 1, 2023, CLPPB will share criteria and provide support to appropriate CLPPP staff for implementing child-centered tiered case management.</i>		
Task 2: Collaborate with CLPPB to document an SOP with actions that will be taken upon notification of Urgent and Emergency BLLs. <i>Reporting period: July 1 – December 31, 2023.</i>	SOP for Urgent and Emergency BLL response for CLPPB approval.	January 31, 2024
<i>Task 1&2 Resources: SOPs will be at least as health protective as CLPPB's minimum requirements outlined in Appendix 1: Baseline Contract Requirements for Case Management Services.</i>		
Task 3: Develop strategies for assisting families in understanding lead poisoning prevention and removing barriers to care through: If available, develop strategies to enable community health workers, or similar staff, to act as a cultural bridge to guide families; and Providing services with cultural sensitivity and cultural humility. <i>Reporting period: January 1 – June 30, 2024.</i>	Draft strategies for CLPPB approval, describing: Using community health worker or similar staff to meet the cultural and linguistic needs of your community. Providing services with cultural sensitivity and humility to serve your population.	July 31, 2024
<i>Task 3 Resources: By July 1, 2023, CLPPB will upload to SharePoint best practices for using community health workers in guiding families and assist in understanding and removing barriers to care and best practices for providing case management services to families with cultural sensitivity and cultural humility.</i>		

Fill in LHJ Name:

Funding Level:

Objective 2 Improve the effectiveness of case management to ensure all children who are lead poisoned receive high-quality care.

Action 2.1 Routinely enhance case management protocols in collaboration with staff who provide case management services and provide training resources as necessary.

Title of a CLPPP staff person responsible for Goal 6, Action 2.1: _____

For support on Goal 6 Action 2.1, contact CLPPB at CMOS@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 2.1 Tasks	Deliverables (Reported in Case Management Performance Tracker, or as specified)	Reporting Due Date
Task 1: Implement locally customized referral system to ensure families are connected with appropriate medical, environmental, and social services. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Document a list of community and social resources available for families and update as necessary every 6 months (uploaded to SharePoint). Draft of a standard operating procedure (SOP), including a closed-loop referral process and how implementation will be tracked for CLPPB approval (uploaded to SharePoint). Tracked implementation of referral system (as specified in SOP).	January 31 and July 31, beginning January 31, 2024.
<i>Task 1 Resources: By July 1, 2023, CLPPB will upload to SharePoint customizable referral systems developed from research and knowledge shared by CLPPPs.</i>		
Task 2: Conduct case management services for full, potential, and basic cases, following Program policy and procedures, SOPs and best practices, and referral processes, in compliance with the most	Documentation of case management services in the performance tracker and RASSCLE II notes, for those inputting into RASSCLE II (including details of case information, blood lead level	January 31 and July 31, beginning January 31, 2024.

Fill in LHJ name:

Funding Level:

current PHN Case Management Guidance. Implement strategies for reducing barriers to care as developed. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	monitoring, and all actions taken to coordinate care).	
<i>Task 2 Resources:</i> SOPs will be at least as health protective as CLPPB's minimum requirements outlined in Appendix 1: Baseline Contract Requirements for Case Management Services.		

Action 2.2 Routinely evaluate and revise strategies to verify and improve reporting timeliness and completeness of patient and case management data.

Title of a CLPPP staff person responsible for Goal 6, Action 2.2: _____

For support on Goal 6 Action 2.2 Task 1, contact CLPPB at clpppsharepoint@cdph.ca.gov. For support on Goal 6 Action 2.2 Task 2, contact CLPPB at R2DataIssues@cdph.ca.gov.

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 2.2 Tasks	Deliverables (Reported in Administration Performance Tracker or as specified)	Reporting Due Date
Task 1: CLPPP Coordinator utilizes SharePoint to: Download performance tracker templates and upload completed trackers Share health information Review and distribute to applicable staff all data reports, Program guidance, and best practices shared by CLPPB. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Confirmation of CLPPP coordinator access and successful use of SharePoint to access, upload, and download files.	January 31 and July 31, beginning January 31, 2024.
<i>Task 1 Resources:</i> By January 1, 2024, CLPPB, with assistance of CLPPPs with available resources, will have developed strategies to enable CLPPPs to improve case management data collection and reporting. Please indicate participation by designating the CLPPP contact name(s) of those who will assist:		

Fill in LHJ Name:

Funding Level:

Task 2: Utilize RASSCLE II (Response and Surveillance System for Childhood Lead Exposure II), or another data system approved by CLPPB (<i>list data system, if applicable</i>) _____, according to CLPPB policies and guidelines and as specified below: Current staff, including CLPPP coordinator and others as necessary, must receive case alerts. Notify CLPPB within five working days of staffing changes needing RASSCLE II account activation or deactivation. Monitor blood lead tests and follow-up information for individuals with increased BLLs who have not yet achieved case status. Report any RASSCLE II data discrepancies immediately to CLPPB. For contractors inputting into RASSCLE II: Complete CLPPB training before entering and managing data in RASSCLE II in accordance with CLPPB policies and guidelines. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	User details for those who receive case alerts. Tracked dates and user details of appropriate notifications to CLPPB about accounts needing activation and deactivation. RASSCLE Account Request Form for new requests (send to R2DataIssues@cdph.ca.gov). Document case information for BLL <4.5 provided services or upon case status (in Case Management Performance Tracker). RASSCLE II Data Discrepancies reported regularly to CLPPB for corrections (send to R2DataIssues@cdph.ca.gov). Date contractor completed training for inputting case management informatics in RASSCLE II.	January 31 and July 31, beginning January 31, 2024. CLPPP Coordinator must notify CLPPB within five working days of staff changes at R2DataIssues@cdph.ca.gov.
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Objective 3 Ensure timely identification and removal of all sources of lead exposure.

For support on Goal 6 Objective 3, contact CLPPB at LHRS1@cdph.ca.gov.

Action 3.1 Adopt a tiered approach to environmental services to identify sources of lead exposure efficiently and accurately through environmental assessments.

Fill in LHJ Name:

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Title of a CLPPP staff person responsible for Action 3.1 Tasks 1-2: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 3.1 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date
Task 1: Document a standard operating procedure (SOP) for a tiered environmental service approach.	SOP for a tiered environmental service approach, specifying which services will be provided at which BLLs (submitted with the SOW).	Submitted with SOW.
Task 1b: Check ☐ if Task 1b will be pursued.		
An environmental professional (EP) will utilize an x-ray fluorescent (XRF) machine for environmental services.	Monthly XRF printouts or Environmental Investigation (EI) report, per Environmental Investigation Unit (EIU) approval, from each EP who conducts environmental sampling (submitted securely to the LHJ's EIU contact person).	The last business day of each month, beginning July 1, 2023.
<i>Task 1 Resources: By August 12, 2022, CLPPB will upload to SharePoint a Tiered Environmental Services Template with guidance and expectations for documenting an SOP. By July 1, 2023, CLPPB will train LHJs to understand the different environmental tiers that can be adopted to identify sources of lead exposure efficiently and accurately.</i>		
Task 2: Track implementation of a tiered service approach to environmental service, following the SOP. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Documentation of tiered environmental services performed (including details of case referrals, corresponding environmental services and findings, and follow-up activities when lead hazards are identified).	January 31 and July 31, beginning January 31, 2024.
<i>Check ☐ if the contractor applies to be a participant in the X-Ray Fluorescent (XRF) Instrument Loan Program.</i>		

Title of a CLPPP staff person responsible for Action 3.1 Task 3: Radiation Safety Officer (RSO).

The RSO will lead Tasks 1b & 3 and report on deliverables via email to the CLPPB RSO, or as specified below. Initial here to acknowledge: _____

Task 3: The contractor shall participate fully in the XRF program, as specified in CLPPB Program Letters and	CDPH Letter of Agreement for XRF Instrument Loan Program (upon initiation into loan program)	Due dates as outlined in the "Deliverables" column.
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Fill in LHJ Name:

Funding Level:

the <i>Guidance Manual for Environmental Professionals</i> June 26, 2012, and updates.	CDPH Form 1204 (upon disposition of XRF) Updated radiation safety plan (FY 2023 and as updates are required). Copies of XRF training certificates (new XRF users before using XRF and Department of Transportation training every 3 years). Keep copies of quarterly dosimetry reports with XRF (detectable results sent to CLPPB RSO: CLPPBRadiationSafetyOfficer@cdph.ca.gov) Copies of leak wipe tests (every 6 months). Copies of XRF resourcing paperwork (every 3 years)	
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Action 3.2 Develop a data-driven system to inform which non-housing consumer products are sampled and tested to identify lead exposure sources.

Title of a CLPPP staff person responsible for Action 3.2: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 3.2 Task	Deliverables (Reported in Environmental Performance Tracker)	Reporting Due Date
Task 1: Collect and record data on all non-housing items investigated and tested, according to CLPPB protocols. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Non-housing data.	January 31 and July 31, beginning January 31, 2024.
<i>Task 1 Resources: By July 1, 2023, CLPPB will upload to SharePoint protocols for field staff on non-housing consumer product sampling and testing based on data.</i>		

Action 3.3 Cite all properties with lead hazards and enhance compliance with lead-safe work practices and proper cleaning.

Title of a CLPPP staff person responsible for Action 3.3: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Fill in LHJ Name:

Funding Level:

Action 3.3 Task	Deliverables (Reported in Environmental Performance Tracker)	Reporting Due Date
Task 1: Incorporate CLPPB guidance when applicable to enhance compliance with lead-safe work practices and proper cleaning for properties with identified lead hazards. <i>Reporting periods: July 1 – December 31, 2023, and subsequent 6-month reporting periods.</i>	Documentation of compliance with lead-safe work practices and cleaning. Clearance inspection details and findings.	January 31 and July 31, beginning January 31, 2024.
<i>Task 1 Resources: By July 1, 2023, CLPPB will upload to SharePoint: 1) guidelines of best practices based on models to enhance compliance with lead-safe work practices and proper cleaning and 2) templates for LHJs including an abatement workplan, property owner (homeowner and landlord) education, and documentation of compliant lead-safe work practices.</i>		

Action 3.4 Develop strategies with partners to increase the number of properties with timely passed clearance.

Goal 6, Action 3.4 will be completed by all CLPPPs with available resources and is required for those with Funding Level 3 by the reporting due date indicated below. For those with available resources in Funding Levels 1 and 2, use the drop-down menu in the Reporting Due Date column to designate if the contractor will report on progress made towards this action by an alternate date.

Title of a CLPPP staff person responsible for Action 3.4: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 3.4 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date
Task 1: Identify and establish a written consensus with 1-3 partners to assess local barriers in property closure and code enforcement. <i>Reporting period: July 1 – December 31, 2023, or as specified.</i>	Written consensus between partners (upload to SharePoint). List of enforcement agency contacts.	January 31, 2024 {dropdown menu w/ future PR dates}

Fill in LHJ Name:

Funding Level:

Task 2: Co-develop strategies for overcoming property clearance barriers and incorporate best practices into property clearance SOP. <i>Reporting period: January 1 – June 30, 2024, or as specified.</i>	Draft SOP and associated documents for CLPPB approval (uploaded to SharePoint).	July 31, 2024 {dropdown menu w/ future PR dates}
<i>Task 2 Resources: By July 1, 2023, CLPPB will upload a to SharePoint toolkit for CLPPPs with strategies, a model SOP, and other resources to provide guidance to improve timely passed clearance.</i>		
Task 3: Follow the SOP and track results through the performance tracker. <i>Reporting periods: July 1 - December 31, 2024, or as specified, and subsequent 6-month reporting periods.</i>	Finalized SOP. Details of activities and dates of passed clearances.	January 31 and July 31, after completion of Task 2.

Objective 4 Support families throughout the lead hazard evaluation and abatement processes.

For support on Goal 6 Objective 4, contact CLPPB at LHRS1@cdph.ca.gov.

Action 4.1 Assist property owners (homeowners and landlords) to identify strategies that lower the cost of abatement.

Goal 6, Action 4.1 will be completed by all CLPPPs with available resources and is required for those with Funding Levels 2 and 3 by the reporting due date indicated below. For those with available resources in Funding Level 1, use the drop-down menu in the Reporting Due Date column to designate if the contractor will report on progress made towards this action by an alternate date.

Title of a CLPPP staff person responsible for Action 4.1: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 4.1 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date
<i>Action 4.1 Resources: By July 1, 2023, CLPPB will upload guidance on models for assisting property owners to lower abatement costs to SharePoint.</i>		
Task 1: Identify and establish a written consensus with organizations, businesses, and agencies that can	List of researched and identified organizations.	July 31, 2024 {dropdown menu w/ future PR dates}

Fill in LHJ Name:

Funding Level:

provide needed assistance to lower the cost of abatement for property owners. <i>Reporting period: July 1, 2023 – June 30, 2024, or as specified.</i>	Written consensus between partners (uploaded to SharePoint).	
Task 2: Partnerships with identified partners will host meetings to learn and discuss strategies to lower the cost of abatement for property owners. <i>Reporting period: July 1 – December 31, 2024, or as specified.</i>	Dates of meetings documented. Meeting objectives and meeting outcomes documented (uploaded to SharePoint).	January 31, 2025 {dropdown menu w/ future PR dates}
Task 3: Document available resources and co-draft strategies to lower the cost of abatement for property owners. <i>Reporting period: January 1 – June 30, 2025, or as specified.</i>	List of resources and strategies documented (uploaded to SharePoint).	July 31, 2025 {dropdown menu w/ future PR dates}
Task 4: Define criteria describing when resources will be leveraged to lower the cost of abatement for property owners. <i>Reporting period: January 1 – June 30, 2025, or as specified.</i>	Protocols for CLPPB approval, including timeline with associated criteria to initiate leveraging resources (uploaded to SharePoint).	July 31, 2025 {dropdown menu w/ future PR dates}
Task 5: Implement interventions based on above criteria to lower cost of abatement and increase property owner compliance. <i>Reporting periods: July 1 – December 31, 2025, or as specified, and subsequent 6-month reporting periods.</i>	Finalized protocols. Tracked completion of activities outlined in protocols.	January 31 and July 31, after completion of Task 4.

Action 4.2 Encourage cooperative compliance to identify and overcome barriers property owners (homeowners and landlords) encounter to remediating lead hazards.

Goal 6, Action 4.2 will be completed by all CLPPPs with available resources and is required for those with Funding Levels 2 and 3 by the reporting due date indicated below. For those with available resources in Funding Levels 1, use the drop-down menu in the Reporting Due Date column to designate if the contractor will report on progress made towards this action by an alternate date.

Fill in LHJ Name: _____

Funding Level: _____

Title of a CLPPP staff person responsible for Action 4.2: _____

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 4.2 Tasks	Deliverables (Uploaded to SharePoint, or as specified)	Reporting Due Date
<i>Action 4.2 Resources: By July 1, 2023, CLPPB will 1) upload to SharePoint a toolkit on cooperative compliance to provide guidance on working with property owners, and 2) provide training as needed for implementing cooperative compliance models.</i>		
Task 1: Document examples of local compliance challenges and successful strategies used to ensure lead hazard remediation. <i>Reporting period: July 1 – December 31, 2023, or as specified.</i>	Meeting notes and documents listing challenges and successful strategies to overcome them documented.	January 31, 2024 {dropdown menu w/ future PR dates}
Task 2: Create a standard operating procedure (SOP) with strategies based on CLPPB cooperative compliance guidance, including establishing a mechanism for reporting on barriers to compliance. <i>Reporting period: January 1 – June 30, 2024, or as specified.</i>	Draft SOP for CLPPB approval. Mechanism for tracking barriers and successes developed.	July 31, 2024 {dropdown menu w/ future PR dates}
Task 3: Implement SOP to reduce the number of barriers property owners encounter when remediating lead hazards. <i>Reporting periods: July 1 - December 31, 2024, or as specified, and subsequent 6-month reporting periods.</i>	Finalized SOP. Track completion of activities outlined in SOP (Reported in Environmental Performance Tracker).	January 31 and July 31, after completion of Task 2.

Action 4.3 Develop a coordinated referral system with partner organizations to properly address other unsafe housing conditions beyond lead to protect the family's health.

Goal 6, Action 4.3 will be completed by all CLPPPs with available resources and is required for those with Funding Level 3 by the reporting due date indicated below. For those with available resources in Funding Levels 1 and 2, use the drop-down menu in the Reporting Due Date column to designate when the contractor will report on progress made towards this action by an alternate date.

Title of a CLPPP staff person responsible for Action 4.3: _____

Fill in LHJ Name:

Funding Level:

Above titled staff will lead below tasks and report on deliverables as specified. Initial here to acknowledge: _____

Action 4.3 Tasks	Deliverables (Reported in Environmental Performance Tracker, or as specified)	Reporting Due Date
Task 1: Develop referral plan with input from partner organizations to properly address other unsafe housing conditions beyond lead to protect the family's health. <i>Reporting period: January 1 – December 31, 2024, or as specified.</i>	Current version of draft referral plan (uploaded to SharePoint).	January 31, 2025 {dropdown menu w/ future PR dates}
<i>Task 1 Resources: By October 1, 2023, CLPPB will upload to SharePoint guidance for establishing systems to address non-lead hazards, including successful example scenarios. By July 1, 2024, CLPPB will provide training and collaborate with CLPPPs on referral plan development, offering support as necessary.</i>		
Task 2: Incorporate CLPPB feedback to finalize referral plan. <i>Reporting period: January 1 – June 30, 2025, or as specified.</i>	Finalized referral plan (uploaded to SharePoint).	July 31, 2025 {dropdown menu w/ future PR dates}
<i>Task 2 Resources: By April 1, 2025, CLPPB will provide feedback and revisions for referral plan improvement.</i>		
Task 3: Track percentage of families referred to partner organizations who are provided successful interventions to address unsafe housing conditions. <i>Reporting periods: July 1 - December 31, 2025, and subsequent 6-month reporting periods.</i>	Data summary of referrals and successfully provided interventions.	January 31 and July 31, after completion of Task 2.

Exhibit A, Attachment 2
Baseline Contract Requirement for Case Management Services

County of Humboldt
Contract No 23-10257
Page **1** of **8**

1. Statutory and Regulatory Requirements:

All CLPP Program case management services must be in compliance with:

- a) California Health and Safety Code, Section 105275 *et seq.* (appropriate case management);
- b) Title 17 of the California Code of Regulations, Section 35001, *et seq.* ("Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards");
- c) CLPPB Program Letters, and manuals incorporated by reference in Program Letters, including the CLPPB *Public Health Nursing Manual (PHN Manual)*, September 2012, and subsequent updates;
- d) *Guidance Manual for Environmental Professionals (EP Guidance Manual)*, June 26, 2012, and subsequent updates; and
- e) *Surveillance and Data Management Manual* and subsequent updates.

As such, a Childhood Lead Poisoning Prevention Program is staffed with:

Clinical Public Health Nursing Services	Environmental Services
At minimum, a Public Health Nurse (PHN) certified by the State of California to provide appropriate nursing case management of full cases* and oversight of delegated tasks.	An Environmental Professional (EP) is required in order to perform any environmental sampling. Justification must be provided in the instance of inability to staff an EP.

*For the definition of full case, see 3.iii. Full Case Management Services below.

Licensing and Certification:

- Contractor must ensure that services comply with all laws and maintain such licenses and certifications as are necessary for the provision of appropriate case management, environmental inspections, and related activities.
- PHN and EP licenses and certifications must be maintained as follows:

Clinical Public Health Nurse (PHN)	Environmental Professional (EP)
○ A current and valid California Registered Nurse (RN) license number provided by the California Board of Registered Nursing. ○ A current and valid Public Health Nurse (PHN) certification license number provided by the California Board of Registered Nursing.	○ A current and valid Inspector/Assessor license number provided by the California Department of Public Health. ○ Additionally, EPs must meet all criteria of experience and training as specified in the <i>EP Guidance Manual</i>.

2. Age of Service Qualification

A child or young adult ages from birth and under 21 years, with an address in the contractor's jurisdiction and meets the following eligibility criteria, is qualified to receive services from the contractor.

3. Contractor's Responsibility: Provision of Case Management Services

Contractor shall provide **tiered nursing and environmental case management services** according to all applicable laws, regulations, CLPPB protocols and standards, and all subsequent definitions and requirements:

3.i. Basic Case Management

The contractor shall provide **Basic Case Management Services** when notified of a person who meets the "age of service qualification" above and the following **Basic or Potential Case Definition**, or as specified in any subsequent Program Letter updating eligibility criteria. Note that Potential Cases are a type of Basic Cases that are monitored separately from basic cases.

Basic Case Definition:

- A single or multiple blood lead levels (BLLs) ≥ 3.5 mcg/dL and ≤ 9.4 mcg/dL (capillary or venous).

Potential Case Definition:

- A single capillary BLL ≥ 14.5 mcg/dL *without* a follow-up venous blood lead level (VBLL) of ≥ 9.5 mcg/dL, or;
- A single BLL, capillary or venous, equal to or between 9.5 to 14.4 mcg/dL *without* a follow-up VBLL of ≥ 9.5 mcg/dL.

Provision of Basic Case Management Services

Contractor shall provide the basic level case management services meeting the minimum requirements as described:

Clinical Case Management Services

- Provide the initial outreach and education to family of case by phone, mail, or both within 60 calendar days of case notification.
- Maintain contact with the family to ensure understanding of lead outreach & education and completion of follow-up BLL testing.
- Initiate and maintain contact with case's primary care providers to advocate for follow-up venous blood lead level (VBLL) testing.
 - Adapting under its own letterhead for use.
 - Sending the Provider Retest Reminder Letter to case's primary care providers according to CLPPB's PHN protocol, BLL trend, and case's lead exposure risks.
- Actively monitor case's follow-up VBLL according to CLPPB's standards and protocol.
- As resources allow, additional services may be provided, including other tiered responses, up to and including:

- Home visits by a PHN or delegated staff
- PHN case assessment
- Environmental services
- When the person's follow-up VBLLs meet the full case definition, provide full case management services as described and according to CLPPB's PHN protocol and standards.

Environmental Services

- As resources allow, environmental services can be provided, ranging from visual inspections conducted by designated staff to environmental sampling by an EP to a full environmental investigation (EI) by an EP.

3.i. Urgent and Emergency Case Management:

The contractor shall provide **Urgent and Emergency Case Management Response and Services** when notified of a person who meets the “age of service qualification” above and the following **Urgent or Emergency Case Definition**, or as specified in any subsequent Program Letter updating eligibility criteria.

Urgent Case Definition:

- a. Urgent: any BLL between 44.5 to 59.4 mcg/dL (capillary or venous)
- b. High Urgent: any BLL between 59.5 to 69.4 mcg/dL (capillary or venous)

Emergency Case Definition:

Any BLL $\geq$ 69.5 mcg/dL (capillary or venous)

Provision of Urgent and Emergency Case Management Response and Services

The contractor shall provide Urgent and Emergency Case Management Response and Services meeting the minimum requirements as described:

Clinical Case Management Services:

- a. Attempt to contact the health care provider and/or medical home (includes using the provider answering service or hospitalist coverage) as soon as possible.
- b. Request for a confirmatory VENOUS BLL testing according to the following requirements:
 - High Urgent and Emergency BLL: Immediately and within 24 hours
 - Urgent BLL: within 48 hours
- c. Provide guidance/instruction to the health care provider and obtain information from them, as specified in current guidance documents, Program Letter 2017-02 or updates.
- d. When the person's follow-up VBLLs meet the full case definition, provide full case management services as described and according to CLPPB's PHN protocol and standards.

- e. During times outside of normal laboratory hours, the contractor may need to assure the child will not receive chelation before the urgent or emergency BLL is confirmed.

The PHN shall evaluate whether to use the State Lab to analyze the confirmatory VBLL as follows:

1. There is no available laboratory to perform a confirmatory VENOUS BLL, including Hospital or Emergency Department Laboratory, and
2. It is a weekend or holiday, and
3. The child has a BLL ≥ 44.5 mcg/dL, and
4. The health care provider is ready to hospitalize and chelate the child before a confirmatory BLL can be otherwise arranged.

Should all the above conditions be met, the contractor shall proceed with the procedure outlined in according to current guidance documents, Program Letter 2014-02 or updates, for the State to perform the venous blood lead analysis.

3.iii. Full Case Management Services

The contractor shall provide **Full Case Management Services** when notified of a person who meets the “age of service qualification” above and the following **Full Case Definition**, or as specified in any subsequent Program Letter updating eligibility criteria.

- a. A single venous BLL ≥ 14.5 mcg/dL; or
- b. Two BLLs ≥ 9.5 mcg/dL, drawn at least 30 calendar days apart and at least the second of which is venous.

Provision of Full Case Management Services

Contractor shall provide the full case management services meeting the minimum requirements below as described:

Clinical Case Management Services

- a. Arrange for a Public Health Nurse (PHN) to provide clinical case management services.
- b. Within 2 business days of case notification, make a case referral to the Environmental Professionals for environmental services.
- c. Initiate and maintain contact with the family to ensure lead outreach & education are provided and follow-up BLL testing is completed. Initial outreach and education must be provided to family of case by phone, mail, or both.
- d. Obtain a valid informed consent from parents or legal guardians of case for:
 - i. Provision of clinical case management and environmental health services
 - ii. Sharing of confidential and protected health information and information privacy
 - iii. Parents and legal guardian’s right to refuse services or a portion of the consent form

- e. Complete at least one home visit by a certified PHN, ideally at the same appointment as the Environmental Investigation, at each primary residence and according to CLPPB's specified timeframe based on case-making VBLL value.
- f. Conduct additional PHN-led home visits if the case relocates to another residence within the contractor's jurisdiction while the case is still opened.
- g. If the case relocates to a primary residence in a new jurisdiction while the case is still opened, refer for a new environmental investigation as soon as possible upon notification of a new place of residence.
- h. PHN and delegated staff shall conduct additional home visits at the primary address and at secondary addresses when:
 - Venous BLL trend does not decline as expected
 - A source of exposure has not been identified
 - Other related concerns are raised by PHN, EP, parents and/or health care provider
 - If the case is still open upon relocation to a primary residence, refer for a new environmental investigation by an EP.
- i. PHN or dietician must conduct a nutritional assessment of case, specific to lead exposure and poisoning.
- j. PHN must conduct a developmental screening as a part of PHN assessment to include:
 - Use of a validated developmental screening tool for children between 2 months and 5 years of age.
 - Use a developmental milestone to screen children and teens between 6 years and 17 years of age.
 - Assess emotional and/or behavioral concerns related to education, vocation, and relationship with peers for young adults between 18 years and up to 21 years of age.
- k. As a part of PHN's care coordination service, PHN and delegated staff shall initiate and maintain contact with case's primary care providers to:
 - Advocate for follow-up VENOUS BLL testing by:
 - Adapting CLPPB's Provider Retest Reminder Letter Template under its own letterhead for use.
 - Sending the Provider Retest Reminder Letter to case's primary care providers according to CLPPB's PHN protocol, BLL trend, and case's lead exposure risks.
 - Share preliminary and follow-up clinical, environmental, social and community resource needs and findings to health care provider by sending the Provider Summary document (a.k.a. Appendix C) to the health care provider within 30 calendar days of the environmental investigation.

- Share additional pertinent information, findings, and case management plans with the health care provider by sending subsequent Provider Summary document (a.k.a. Appendix C) within 30 calendar days of when new information is available.
- Send closure letter to PCP within 60 calendar days of case meeting a CLPPB's closure criteria
- l. Monitor BLLs to ensure downward trends until BLLs meet criteria for case closure. Communicate with EP to ensure all environmental sources of lead exposure have been identified and removed.
- m. The contractor shall evaluate and, if applicable, refer children with BLLs ≥ 20 mcg/dL to California Children's Services (CCS) for the determination of eligibility and medical case management, as appropriate.
- n. The contractor shall contact the California Occupational Lead Poisoning Prevention Program if occupational take-home lead exposure is suspected as the source of lead exposure and as specified in CLPPB's Program Letters.
- o. The contractor shall submit LPFFs, including interim LPFFs when there are significant changes in the status of a case, copies of consents, and environmental clearance forms to CLPPB at times specified by CLPPB.

Environmental Services:

- a. EP must conduct at least one Environmental Investigation, ideally at the same appointment as the PHN Home Visit, at each primary residence and according to CLPPB's specified timeframe based on case-making VBLL value.
- b. The environmental investigations (EIs), property follow-up, and clearance inspections, when required, must adhere to the *EP Guidance Manual*, June 26, 2012, and subsequent updates.
- c. If the case is still open upon case relocation to a new residence in the contractor's jurisdiction, conduct a new environmental investigation by an EP.
- d. Conduct additional environmental investigations at the primary address and at secondary addresses based on professional judgement and CLPPB consultation when:
 - Venous BLL trend does not decline as expected
 - A source of exposure has not been identified
 - Other related concerns are raised by PHN, EP, parents and/or health care provider.
- e. Collaborate with PHN to develop a Provider Summary document (a.k.a. Appendix C) and share preliminary and follow-up environmental findings within 30 calendar days of the Environmental Investigation.
- f. Collaborate and share additional pertinent environmental investigation findings and property updates with the PHN and/or family when available and submit new paperwork within 30 calendar days of subsequent lead hazard evaluations.

Full Case Documentation

Submit complete documentation to CLPPB for all full cases, as described below:

- a. Within 60 calendar days or less of the first home visit as described in section 2.8 of the *Public Health Nursing (PHN) Manual* (updated 2014).
- b. Subsequent lead poisoning prevention forms (LPFFs) sent within 30 calendar-days of significant changes other than BLLs.
- c. Additional Environmental Professional documentation sent within 30 calendar days of subsequent Environmental Investigations (such as those at secondary residences) and Clearance Inspections.
- d. Updated copy of LPFF sent within 60 calendar days or less of case closure as described in section 2.8 of the *PHN Manual* (updated 2014 or most current).
- e. Submitted electronically to CLPPB according to Instructions on How to Submit the Fillable LPFF and Remote Environmental Assessment.
- f. Full case documentation includes the following:
 - Required Public Health Nursing (PHN) documentation:
 - PHN portions of the LPFF (pages 1 – 10 and appendices)
 - Consent form
 - Completed nutrition assessment form
 - Completed neurodevelopmental screening form
 - Individualized Nursing Service Plan (INSP)
 - Required Environmental Professional (EP) documentation:
 - EP portions of the LPFF (pages 11 – 17 and appendices)
 - A copy of Form 8552
 - Lab results
 - XRF printouts, when applicable
 - Letter(s) to the property owner, when applicable
 - Remote Environmental Assessment(s), when applicable

3.iv. **The Contractor shall notify CLPPB via R2DataIssues@cdph.ca.gov if:**

- A person identified as meeting full case criteria, or potentially meeting the criteria pending another venous BLL, has been so designated in error.
- A person has been designated as residing within the CLPPP's jurisdiction but lives elsewhere or has moved out of the jurisdiction before case management has been initiated.
- In the event when the case relocates to a residence in another jurisdiction within California and while the case remains open, contractor shall notify CLPPB and the local CLPPP of the next local health jurisdiction where case is relocated and:

Exhibit A, Attachment 2
Baseline Contract Requirement for Case Management Services

County of Humboldt
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- Send a letter to the last known address of the parent or legal guardians to recommend ongoing case management services to be provided by the next local health jurisdiction.
- Provide contact information for the new local health jurisdiction's CLPPP to parents and legal guardian.
- Retain a copy of this letter in the local case file and submit the letter securely to CLPPB via LPFF@cdph.ca.gov within 30 calendar days of case transition.

Attachment 3 Instructions

Utilize Attachment 3: Partnership Assessment Tool to document current partnerships and establish a baseline from which to build future partnerships during the FY 2023-2026 contract cycle. Submit the completed appendix with the SOW.

Table 1 Instructions

- In Table 1 below:
 - Mark the Partnership Categories that will be pursued by selecting the boxes under the Partnership Categories column.
 - List each of the Partnerships for each Category Group that the contractor proposes. If there are multiple partners classified in the same Partnership Category, ensure all are counted.
 - Add a brief Note to explain why the selected Partnership Categories were chosen.

Number of partnerships and breadth of interventions pursued by partnerships will be proportional to funding allocation. CLPPPs are encouraged to pursue as many Partnership Categories as possible to address the needs of the local community. At minimum, ensure that the following requirements are met:

- Funding Level 1: At least 1 partnership category in each category group.
- Funding Level 2: At least 2 partnership categories in each category group.
- Funding Level 3: All 3 partnership categories in each category group.

Note: Table 1 can be completed as the first step of Attachment 3, or it can be filled in to summarize the contents of Tables 2 and 3. Emerging CLPPB interventions and campaigns, including Lead Week Campaign topics, must be pursued upon notification.

Table 1: Partnership Overview for FY 2023 - 2026

Category Group	Partnership Categories	List of Partnerships Proposed	Notes
1	☒ a. Local health jurisdiction programs ☐ b. Community leaders, faith-based organizations, and other influential individuals X c. Non-governmental organizations who interface with prenatal and postnatal families at high-risk of lead exposure	1) Nurse Family Partnership (NFP) 2) WIC Northcoast Children's Services	We work with similar high-risk populations; Their staff do home visits.

2	☒ d. Businesses, especially in areas at high-risk for lead exposure, to increase lead-safe work practices ☒ e. Environmental and healthy housing organizations to increase compliance with lead-related Federal and State statutory and regulatory requirements ☐ f. Property owner (homeowner and landlord) organizations regarding lead hazards and responsibilities to maintain lead-safe housing	1) Hardware stores 2) Humboldt County Planning & Building Dept. Property Mgmt businesses	Provide opportunity to inform landlords, tenants and compliance agencies about lead-safe work practices; rights and responsibilities; tenant rights.
3	X g. Federally Qualified Health Centers and Managed Care Organizations to deliver trainings to non-clinical care coordinators and community health workers ☐ h. Educational organizations including childcare programs and school-based health centers ☐ i. Health care organizations providing preventative services to low-income families	1) Partnership HealthCare Plan 2) Changing Tides Family Services (Childcare services) Promotores/Paso a Paso	Work with providers and parents. Paso a Paso/Promotores work with Spanish speaking community.

Table 2 Instructions

- List your Current Partners. For this tool, partners are defined as organizations or individuals with whom you share lead poisoning prevention resources or co-develop interventions to prevent childhood lead poisoning.
- For each partner, in Table 2 below:
 - Write down the name of the Current Partner.
 - Write in the Lead Poisoning Prevention Topic currently pursued through the partnership, for example: lead hazard reduction, increase blood lead screening and follow-up testing, case management, etc.
 - What Partnership Category might this partnership support? Reference the list in Table 1. Then, select the category from the list in Table 2 below, holding down the control button if multiple categories are applicable. If none of the partnership categories apply, select N/A.
 - List Potential Interventions that will be pursued to grow the partnership and expand the impact of your joint efforts to prevent childhood lead poisoning throughout contract cycle FY 2023-2026.
 - Assess whether this partnership will serve to meet the objectives of the SOW for the FY 2023-2026 contract cycle. Write yes if the partnership will continue, or no if the partnership will not continue.

Table 2: Existing Partnerships

**Exhibit A, Attachment 3
Partnership Development Tool**

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Current Partner	Lead Poisoning Prevention Topic	Partnership Category(ies)	Potential Interventions to Prevent Childhood Lead Poisoning	Will this Partnership Continue
Humboldt County WIC Program	Prevention and education	Category A: Local health jurisdiction programs	Staff education Provide educational materials	Yes No
Hardware stores	Prevention and education	Category D: Businesses, especially in areas at high-risk for lead exposure, to increase lead-safe work practices	Lead safe work practices	Yes No
Changing Tides Family Services (Childcare services)	Prevention and education	Category C: Non-governmental orgs who interface with prenatal and postnatal families at high-risk of lead exposure. Category H: Educational orgs including childcare programs and school-based health centers.	Provider education, parent education, community events	Yes No
Partnership HealthCare Plan	Blood Lead Screening Prevention and education	Category G: Federally qualified health centers and managed care orgs to deliver trainings to non-clinical care coordinators and community health workers. Category I: Health care orgs providing preventative service to low-income families.	Provider education, grand rounds presentations, fingerstick trainings	Yes No

Exhibit A, Attachment 3
Partnership Development Tool

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Current Partner	Lead Poisoning Prevention Topic	Partnership Category(ies)	Potential Interventions to Prevent Childhood Lead Poisoning	Will this Partnership Continue
N/A	N/A	N/A	N/A	Yes
				No
N/A	M/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No

Exhibit A, Attachment 3
Partnership Development Tool

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Current Partner	Lead Poisoning Prevention Topic	Partnership Category(ies)	Potential Interventions to Prevent Childhood Lead Poisoning	Will this Partnership Continue
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No

**Exhibit A, Attachment 3
Partnership Development Tool**

County of Humboldt
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Current Partner	Lead Poisoning Prevention Topic	Partnership Category(ies)	Potential Interventions to Prevent Childhood Lead Poisoning	Will this Partnership Continue
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No

Exhibit A, Attachment 3
Partnership Development Tool

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Current Partner	Lead Poisoning Prevention Topic	Partnership Category(ies)	Potential Interventions to Prevent Childhood Lead Poisoning	Will this Partnership Continue
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No
N/A	N/A	N/A	N/A	Yes
				No

Table 3 Instructions

- In Table 3 below:
 - Select each Partnership Category from Table 1 that will be pursued for which an existing partnership was not identified in Table 2 (if any). To select multiple categories, hold down the control button.
 - Brainstorm Potential/Future Partner(s) the contractor might collaborate with to work towards co-developing interventions to prevent childhood lead poisoning.
 - List potential interventions that will be pursued to grow the partnership and expand the impact of your joint efforts to prevent childhood lead poisoning throughout contract cycle FY 2023-2026.
 - Select the Reporting Due Date for development of this new partnership. Tip: stagger partnership development to create a realistic timeline based on your local resources.

Table 3: New Partnerships for FY 2023-2026

Partnership Category	Potential/Future Partners	Potential Interventions to Prevent Childhood Lead Poisoning	Reporting Due Date
Category A: Local Health jurisdiction programs	Nurse Family Partnership (NFP) / Public Health Field Nursing	Blood Lead screening – Parent education, prevention; what to look for at home visits	January 31, 2024
Category A: Local Health jurisdiction programs	WIC Program	Staff education Provide educational materials	January 31,2024

**Exhibit A, Attachment 3
Partnership Development Tool**

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Partnership Category	Potential/Future Partners	Potential Interventions to Prevent Childhood Lead Poisoning	Reporting Due Date
Category C: Non-governmental orgs who interface with prenatal and postnatal families at high-risk of lead exposure. Category H: Educational orgs including childcare programs and school-based health centers. Category I: Health care orgs providing preventative services to low-income families.	Northcoast Children's Services	Blood screening: Parents education: what to look for at home visits	July 31, 2024
Category D: Businesses, especially in areas at high risk for lead exposure, to increase lead-safe work practices.	Hardware Stores	Lead Safe work practices	January 31, 2024
Category A: Local Health jurisdiction programs. Category E: Environmental & healthy housing orgs to increase compliance with lead-related Federal and State statutory and regulatory requirements.	Humboldt County Planning & Building Department	Lead hazard reduction, educating about hazards and prevention.	July 31, 2024

Exhibit A, Attachment 3
Partnership Development Tool

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Category D: Businesses, especially in areas at high risk for lead exposure, to increase lead-safe work practices. Category F: Property owner (homeowner and landlord) orgs regarding lead hazards and responsibilities to maintain lead-safe housing	Property Management businesses	Lead hazard reduction, educating landlords and tenants about hazards and prevention	January 31, 2025
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**Exhibit A, Attachment 3
Partnership Development Tool**

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Partnership Category	Potential/Future Partners	Potential Interventions to Prevent Childhood Lead Poisoning	Reporting Due Date
Category G: Federally qualified health centers and managed care orgs to deliver trainings to non-clinical care coordinators and community health workers. Category I: Health care orgs providing preventative services to low-income families.	Partnership HealthCare Plan (PHC)	Provider education, grand rounds presentations, fingerstick trainings	July 31, 2024
Category C: Non-governmental orgs who interface with prenatal and postnatal families at high-risk of lead exposure. Category H: Educational orgs including childcare programs and school-based health centers.	Changing Tides Family Services (Childcare Resource & Referral Program)	Provider education, parent education, presentations, community events	January 31, 2024
Category C: Non-governmental orgs who interface with prenatal and postnatal families at high-risk of lead exposure. Category G: Federally qualified health centers and managed care orgs to deliver trainings to non-clinical care coordinators and community health workers.	Paso a Paso Program/Promotores	Provider education, parent education, presentations, community events	January 31, 2025

Exhibit A, Attachment 3
Partnership Development Tool

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N/A	N/A	N/A	N/A
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Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A.** In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B.** 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 Line Items amounts specified in Attachment I, of this Exhibit.
- C.** Invoices shall include the Agreement Number and shall be submitted in electronically not more frequently than quarterly in arrears to:

CLPPB Contract Manager
CLPPBContractManagers@cdph.ca.gov

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.

D. Invoices shall:

- 1) Be prepared on Contractor letterhead and must include the remittance address as identified in Exhibit A. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
- 2) Invoices must be submitted to CDPH electronically only. Hard copies are not required. **Invoices must be submitted within thirty (30) calendar days after the end of each quarter.**
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Accounts Payable

The amounts payable under this agreement shall not exceed \$755,849.00 in accordance with the total amount specified in Attachment I, of this Exhibit

2. Budget Contingency Clause

Exhibit B
Budget Detail and Payment Provisions

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

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than *thirty (30)* 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 must be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. 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.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the “**Contractor’s Release (Exhibit I)**”.

5. Allowable Line-Item Shifts (LIS)

- A. Subject to the prior review and approval of the State, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred forty-two thousand two hundred \$142,200) annually are allowed.
- B. The \$142,200 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living index. Said adjustments shall not require a formal amendment. The State shall annually inform the Contractor in writing of the adjusted maximum total based on the California cost-of-living index rate as identified in the following link <https://worldpopulationreview.com/state-rankings/cost-of-living-index-by-state>. Adjusted maximum amount will be reflected on any formal amendment thereafter.

Exhibit B
Budget Detail and Payment Provisions

- C. The Contractor shall adhere to State requirements regarding the process requesting approval to LIS.
- D. LIS may be proposed/requested by either the State or the Contractor.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability 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.

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State 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 re-payment.
 - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A 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.
- 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

Exhibit B
Budget Detail and Payment Provisions

interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR 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. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

Exhibit B, Attachment 1
Budget Detail Years 1-3
07/01/2023 through 06/30/2026

County of Humboldt
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		Year (1) 2023-2024			Year (2) 2024-2025			Year (3) 2025-2026			Totals	
Personnel												
Position Title	SOW Reference	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget		
CLPPP Coordinator	Goals 1-6	100.00%	\$79,201	\$79,201	100.00%	\$79,201	\$79,201	100.00%	\$79,201	\$79,201		\$237,603
Environmental Health Specialist	Goals 1-6	45.00%	\$52,443	\$23,599	45.00%	\$55,065	\$24,779	45.00%	\$57,818	\$26,018		\$74,396
Public Health Nurse	Goals 1-6	12.50%	\$118,858	\$14,857	12.50%	\$118,858	\$26,743	22.50%	\$118,858	\$26,743		\$68,343
Supervising Environmental Health Specialist	Goals 1-6	5.00%	\$100,609	\$5,030	5.00%	\$100,609	\$5,030	5.00%	\$100,609	\$5,030		\$15,090
Senior Health Education Specialist	Goals 1-6	5.00%	\$78,219	\$3,911	3.00%	\$78,219	\$2,347	3.30%	\$78,219	\$2,581		\$8,839
Senior Fiscal Assistant	Goals 1-6	5.00%	\$53,571	\$2,679	5.00%	\$56,250	\$2,813	5.00%	\$56,250	\$2,813		\$8,305
Administrative Analyst	Goals 1-6	2.50%	\$56,045	\$1,401	2.50%	\$58,847	\$1,471	2.50%	\$61,789	\$1,545		\$4,417
Human & Health Services Program Services Coordinator	Goals 1-6	5.00%	\$94,306	\$4,715								\$4,715
Administrative Analyst	Goals 1-6	2.50%	\$56,045	\$1,401	2.50%	\$58,847	\$1,471	2.50%	\$51,789	\$1,295		\$4,167
Total Salaries and Wages				\$136,794			\$143,855			\$145,226		\$425,875
Fringe Benefits			Percentage			Percentage			Percentage			
			57.01%	\$77,987		57.01%	\$82,012		57.01%	\$82,793		\$242,792
Total Personnel				\$214,781			\$225,867			\$228,019		\$668,667
Operating Expenses	SOW Reference			Budget			Budget			Budget		
General Expenses				\$1,005			\$574			\$591		\$2,170
Space / Rent (\$6,069.50/quarterly)				\$7,854			\$8,089			\$8,335		\$24,278
Printing (internal)				\$513			\$538			\$554		\$1,605
Travel and Per Diem				\$1,200			\$779			\$1,121		\$3,100
Training Expenses				\$2,030			\$1,037			\$300		\$3,367
Publicity				\$1,700			\$1,000			\$678		\$3,378
Total Operating Expenses				\$14,302			\$12,017			\$11,579		\$37,898
Other Costs	SOW Reference			Budget			Budget			Budget		
XRF Loan Program				\$10,400.00			\$2,000			\$2,000		\$14,400
Total Other Costs				\$10,400			\$2,000			\$2,000		\$14,400
Total Indirect Costs			Percentage	Budget		Percentag	Budget		Percentag	Budget		
Indirect Cost	Personnel Costs		5.05%	\$10,846		5.05%	\$11,879		5.05%	\$12,159		\$34,884
Total Costs				\$250,329			\$251,763			\$253,757		\$755,849

Exhibit D
Special Terms and Conditions
(Rev 08/2022)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	15. Executive Order N-6-22 Economic Sanctions
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D
Special Terms and Conditions

1. Procurement Rules

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

a. Equipment definitions

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

(1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, 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 g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

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

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

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

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

2. Equipment Ownership / Inventory / Disposition

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

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

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- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

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- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor 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, 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.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

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- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. 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 exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

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and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

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

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

4. Income Restrictions

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

5. 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 services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPG shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

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- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Labe Assays made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

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- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or

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disseminated without prior written permission from the Department of Public Health.” 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. Third-Party Intellectual Property

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

e. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

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- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

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settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

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

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. 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. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

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written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

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

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

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along

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with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. 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.

12. Prohibited Use of State Funds for Software

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Exhibit D
Special Terms and Conditions

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

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

Exhibit D
Special Terms and Conditions

Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

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

(b) Example No. 2:

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

(c) Example No. 3:

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

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

Exhibit D
Special Terms and Conditions

- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

15. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing on contracts, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Contract. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://dgs.ca.gov/office-of-legal-services/ukraine-russia-sanctions).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

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

- 1) CDPH Health Administrative Manual Section 6-1000
- 2) CLPPB Program Letter
- 3) Lead Poisoning Follow-up Form
- 4) CLPPB Progress Report
- 5) CLPPB Surveillance and Data Management Manual
- 6) CLPPB Public Health Nursing (PHN) Manual and Updates
- 7) Environmental Health on the Childhood Lead Poisoning Prevention (CLPP) Team, Interim Guidance, August 1998 and Updates
- 8) Minimum Environmental Investigation Sampling Strategies (3/01 and Updates)
- 9) Lead Test Kit Fact Sheet 3/01

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

Exhibit E
Additional Provisions

- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

Exhibit E
Additional Provisions

- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Local Health Jurisdiction Customization

Provide a brief summary of the unique needs of you population and LHJ program, typical sources of lead exposure, and identified areas for growth to meet the Program vision and mission. This will assist in tailoring the Scope of Work template for your Local Health Jurisdiction.

Humboldt County is a rural county on the north coast. As of the 2020 census, the population was 136,463. The population centers around Eureka, Arcata and Fortuna. The area is known for its hundreds of ornate Victorian buildings. There are 62,120 total housing units, as of 2020. The median age of homes in the County is 47 years, and about 65% were built before 1979. The percent of people living in poverty is 19.4% (CA's poverty rate is 12.3%). Children under five years make up 4.9% of the population. Typical sources of lead exposure are paint from older homes, many of which had been recently renovated.

Current efforts to provide minimum mandated services are a challenge. We expect to improve with the additional support from CLPPB for additional staff as proposed by the 2023-2026 contract.

Humboldt's CLPPP is coordinated by a Health Education Specialist (currently .45 FTE), who also manages basic cases (4.5-9.4 mcg/dL). As a result of the increased activities in this SOW, we plan to make this a 1.0 FTE position. Additionally, we plan to transition current Environmental Health Specialists (EHS) out of the program and hire a new EHS at .45 FTE. We therefore anticipate a need for robust staff training support in the new grant cycle. However, capacity will not be increased sufficiently to build the network of collaborators with which needed agreements can be negotiated to lower cost of abatement and overcome barriers to remediation, as outlined in Goal

Exhibit E
Additional Provisions

6, Objective 4, Actions 4.1 and 4.2. We have extremely limited number of certified lead mitigation contractors. Non-governmental organizations and public benefit non-profits have many demands in our community and struggle, as do public agencies, to provide all that is needed. The loan NGO providing lead mitigation services in Humboldt County has discontinued its program. As costs are a function of supply and demand our community has insufficient capacity to provide low-cost services and, because of economics, no market to support the expense of specialized training required for certification of lead safe practitioners.

4. Cooperative Agreement

This agreement is a cooperative Agreement Act, pursuant to Health and Safety Code 38070 et. Seq. The cooperative agreement involves parties working side-by side to meet the Program mission and enhance the reach of childhood lead poisoning prevention statewide. For the optimal Program impact, active participation and feedback are essential. Contractor will provide local perspectives to CLPPB as resources allow, including to support development of Program best practices, assess effectiveness of training and guidance, and ensure quality of services provided.

5. Program Monitoring

CLPPB will conduct program evaluations, including program monitoring reviews (i.e., site reviews) to ensure that the Contractor's program operations and fiscal management procedures are in compliance. CLPPB reserves the right to conduct a program monitoring review. The Contractor must comply with all requirements of the program monitoring process. Contractors found to be out of compliance during program monitoring may be subject to more frequent monitoring, and if findings are not corrected, sanctions may be imposed.

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

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

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

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

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

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

1. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

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

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

3. Covenant Against Contingent Fees

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

4. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next

tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

5. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
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 subcontractor's, subcontracts, and contracts under 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.

County of Humboldt

Name of Contractor

Printed Name of Person Signing for Contractor

23-10257

Contract Number

Signature of Person Signing for Contractor

Date

Title

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

California Department of Public Health
Childhood Lead Poisoning Prevention Branch
Attn: Contract Managers
850 Marina Bay Parkway, 3rd Floor Building P
Richmond, CA 94804-6403

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

Attachment 2

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

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit G
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit G
Information Privacy and Security Requirements

- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

Exhibit G
Information Privacy and Security Requirements

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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Information Privacy and Security Requirements

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

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- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit G
Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. *Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. *Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be

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Information Privacy and Security Requirements

completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

- F. *User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. *CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. *System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. *Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. *System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

- A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or

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destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. *Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Exhibit H 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

BLL – Blood Lead Level

BPb – Blood Lead

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

Case closure –Blood lead level criteria for closure of a full case. Case management is concluded and a case is closed when:

- 1) There have been two or more venous blood-lead levels demonstrating that the blood-lead level is clearly trending downward: Blood Lead level (BLL) has consistently remained less than 9.5 mcg/dL for at least one year (360 calendar days), with one $BLL \leq 3.5$ mcg/dL; and there has been achievement of the other objectives of the case management plan.
- 2) One of the following has occurred
 - a. Parent or guardian persistently refuses services
 - b. Family could not be located or child is lost to follow up after case management has begun
 - c. Family moves and the case is transferred to another jurisdiction
 - d. Case is closed administratively
 - i. Child reaches 21 years of age
 - ii. Child dies

Case definition –

- Full case: A full case of lead poisoning will be defined as any child up to age 21 who is found with
 - A single blood lead level (BLL) ≥ 14.5 mcg/dL (venous), or
 - Persistent BLLs ≥ 9.5 mcg/dL, taken at least 30 days apart, and with the second test being venous.
- Basic Case: A basic case of lead poisoning will be defined as any child up to age 21 who is found with:
 - A BLL (either capillary or venous) ≥ 3.5 mcg/dL not meeting full case criteria
- Potential Case
 - Single capillary or venous result 9.4 – 14.4 mcg/dL
 - Single capillary BLL ≥ 14.5 mcg/dL
- Urgent Case
 - Urgent: any BLL between 4.5 to 5.9 mcg/dL (capillary or venous)
 - High Urgent: any BLL between 6.0 to 9.4 mcg/dL (capillary or venous)
- Emergency Case: Any BLL ≥ 10.0 mcg/dL (capillary or venous)

Exhibit H Glossary of CLPPB Related Acronyms and Terms

CBO – Community Based Organization

CCS – California Children Services

CDC – Centers for Disease Control and Prevention

CDBGP - Community Development Block Grant Program

CDPH - California Department of Public Health

CHDP – Child Health and Disability Prevention Program

Clearance Inspection - Environmental Investigation

CLIA – Clinical Lab Improvement Act

CLPPB - Childhood Lead Poisoning Prevention Branch (state level)

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

CLPPP - Childhood Lead Poisoning Prevention Program (local level)

CLPPP Team Quarterly Meetings – On site quarterly meetings of the CLPPP Coordinator with all CLPPP staff.

CMS - Care Management Section

CMU - Contract Management Unit

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

DHCS - Department of Health Care Services

Elevated BLL – Elevated blood lead level means a blood lead level that is at or above the blood lead reference value as specified in the most recent guidelines issued by the CDC. In this case, an elevated blood lead level means a BLL at or over 3.5 µg/dL detected in capillary, whole venous, arterial, or cord blood.

EHIB – Environmental Health Investigation Branch

Enforcement Response Policy - A set of procedures (can be the same as the Progressive Enforcement Procedures) that has been adopted and formally signed into an official policy by a supervisor or decision making body who is responsible in your jurisdiction's chain of command for creating policies. (See Progressive Enforcement Procedures definition)

Progressive Enforcement Procedures - Written steps to ensure compliance. This process may include escalating activities and timelines for each step. Examples include: a letter to the property owner, a Notice of Violation, an administrative hearing, and an order to abate.

Environmental Investigation (EI) – An exposure assessment of the home, primary residence, or other location of a child with an elevated blood lead level, conducted by an Environmental Professional, to identify the sources of exposure to lead in the child's environment, and to recommend measures both during and after the

Exhibit H Glossary of CLPPB Related Acronyms and Terms

investigation to reduce or eliminate exposures identified (CLPPB Program Letter 98-14). Also referred to as a Full EI to distinguish from limited environmental sampling (See definition).

Environmental Professional (EP) - A certified Lead Inspector/Assessor who meets the criteria of experience and training laid out in the 2012 Environmental Professional Guidance Manual, and subsequent updates. Only EPs are able to conduct Environmental Investigations (EIs) as a component of case management services for cases of lead poisoning. (See Lead Inspector/ Assessor and EI definitions.)

Environmental Services - An umbrella term describing services offered to families of children with elevated blood lead levels which employ different methods for assessing presence of lead hazards and/or lead-based paint. Environmental services include: visual inspections, remote environmental assessments (REAs), limited environmental sampling, and full environmental investigations (EIs). (See visual inspection, REA, limited environmental sampling, and EI definitions)

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

HHS – Health and Human Services Agency

HIPAA – Health Insurance Portability and Accountability Act

HRSA – Health Resources & Services Administration

HUD - Housing & Urban Development

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

Lead Poisoning Follow-Up Form (LPFF) – the form used to document essential demographic, medical, social and environmental information about the lead poisoned child, the child’s family, and the environment (CLPPB Program Letter 2004-01).

LHRS – Lead Hazard Reduction Section (of CLPPB)

Limited Environmental Sampling – Also called a Limited Environmental Investigation, this is an exposure assessment of the home, primary residence, or other location conducted by a Lead Inspector Assessor. Limited environmental sampling does not meet either the media or quantity criteria of an EI and might include paint, dust, soil, and/or water samples (See Environmental Investigation and Lead Inspector Assessor definitions).

MCAH – Maternal Child and Adolescent Health

Medi-Cal Lead Program (MCLP) – The Medi-Cal Lead Program in the State Department of Health Care 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:

Exhibit H Glossary of CLPPB Related Acronyms and Terms

The budgetary components of the MCLP are:

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

mcg – Microgram, which is one millionth of a gram

mcg/dL – Micrograms per deciliter. Used to indicate the amount of lead in blood. (also referenced as mcg/dl)

MOU - Memoranda of Understanding

NHANES – National Health and Nutrition Examination Survey

O & E- Outreach and Education

OEHHA – Office of Environmental Health Hazard Assessment

OHB - Occupational Health Branch

OLPPP – Occupational Lead Poisoning Prevention Program

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

OSS – Operations & 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)

PHN –Public Health Nurse - The PHN providing case management in a local CLPPP must have an active California Registered Nurse license and a valid California Public Health Nursing certificate. The PHN must be able to collaborate with other health professionals and support staff to provide individual and population-based care. In addition, a PHN working as a case manager in the Medi-Cal Lead Program must have completed state-approved case-management training. This requirement is met by a public health nursing certificate from the State of California.

PR - Progress Report - A bi-annual report required of CLPPPs, submitted to CLPPB, to be used in the evaluation of all aspects of progress at the local program level. Each PR is comprised of the following excel Performance Trackers; Administration, Outreach, Case Management, and Environmental

RA – Research Assistant

RASSCLE II– Response and Surveillance System for Childhood Lead Exposures

RD – Registered Dietician

Regional Meetings – Routine meetings of CLPPPs and CLPPB for the purpose of program development.

REHS - Registered Environmental Health Specialist, a professional person, educated and trained as an

Exhibit H
Glossary of CLPPB Related Acronyms and Terms

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 CLPPB.

SC – CLPPB Section Chief

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

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

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** 23-10257 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): County of Humboldt

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.