

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-10520

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 Fresno

2. The term of this Agreement is:

START DATE

07/01/2020

THROUGH END DATE

06/30/2023

3. The maximum amount of this Agreement is:

\$4,213,323.00

Four Million Two Hundred and Thirteen Thousand, Three Hundred and Twenty-Three Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment 1	Work Plan	38
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit B, Attachment 1	Attachment 1, Budget Years 1-3	1
+ - Exhibit C *	General Terms and Conditions	GTC 04/17
+ - Exhibit D	Special Terms and Conditions	15
+ - Exhibit E	Additional Provisions	1
+ - Exhibit F	Federal Terms and Conditions	8
+ - Exhibit G	Information Privacy and Security Requirements	11
+ - Exhibit H	Glossary of CLPPB Related Acronyms and Terms	4
+ - Exhibit I	Contractors Release Form	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 233 (Rev. 04/2020)

AGREEMENT NUMBER 20-10520	PURCHASING AUTHORITY NUMBER (If Applicable)
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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 Fresno

CONTRACTOR BUSINESS ADDRESS

PO Box 11887

PRINTED NAME OF PERSON SIGNING

Ernest Buddy Mendes

CONTRACTOR AUTHORIZED SIGNATURE

Ernest Buddy Mendes

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By

Bernice E. Seidel
Deputy

CITY

Fresno

STATE

CA

ZIP

93775

TITLE

Chairman, Board of Supervisors

DATE SIGNED

September 22 2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.317, MS 1800, PO Box 997877

PRINTED NAME OF PERSON SIGNING

Kristy Lieu

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Kristy Lieu

CITY

Sacramento

STATE

CA

ZIP

95899

TITLE

Chief, Contracts Management Unit

DATE SIGNED

10/01/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES AS

EXEMPTION (If Applicable)

APPROVED

OCT 20 2020
EE:skb (ji)

**OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES**

Exhibit A
Scope of Work / Work Plan

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 Fresno. The County of Fresno 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 Fresno will coordinate lead-related activities of local agencies and organizations, alert the Childhood Lead Poisoning Prevention Branch County of Fresno 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. This agreement is a Cooperative Agreement Act, pursuant to Health and Safety Code 38070 et.seq.

2. Service Location

The services shall be performed at applicable facilities in County of Fresno.

3. Service Hours

The services shall be provided during normal Contractor working hours, 8am-5pm, Monday through Friday, excluding Federal and State holidays.

4. Project Representatives

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

California Department of Public Health Andy Knapp, Contract Manager Telephone: (510) 620-5616 Fax: (510) 620-5656 Email: andrew.knapp@cdph.ca.gov	County of Fresno Natalie Adolph, Program Coordinator Telephone: 559-600-3590 Fax: 559-600-7725 Email: nadolph@fresnocountyca.gov
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B. Direct all inquiries to:

California Department of Public Health Childhood Lead Poisoning Prevention Branch Attention: Andy Knapp, Contract Manager 850 Marina Bay Parkway, Building P, Third Floor Richmond, CA 94804-6403 Telephone: (510) 620-5616 Fax: (510) 620-5656 Email: andrew.knapp@cdph.ca.gov	County of Fresno Childhood Lead Poisoning Prevention Program Attention: Natalie Adolph, Program Coordinator 1221 Fulton Street Fresno, CA 93721 Telephone: 559-600-3590 Fax: 559-600-7725 Email: nadolph@fresnocountyca.gov
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C. All payments from CDPH to the Contractor shall be sent to the following address:

Exhibit A
Scope of Work / Work Plan

Remittance Address
Contractor: County of Fresno
Attention "Cashier": Bruna Chavez
Address: PO Box 11800
City, Zip: Fresno, CA 93775
Phone: 559-600-6415
Fax: 559-600-7687
Email: dphboap@fresnocountyca.gov

- 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. Scope of Work Changes

- A. Pursuant to Health and Safety Code Section 38077 (b)(2), 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 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 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement

6. Required Deliverables for Program Review and Evaluation

- A. Biannual Progress Reports using the CLPPB Progress Report template.
- B. Quarterly invoices as outlined in Exhibit B, Provision 1, page 1 of 4.
- C. Completed pages of the Lead Poisoning Follow-up Form (LPFF) and appendices (including the initial (and, as appropriate, interim) and closing LPFFs) for each person eligible for full state case management.
- D. Completed Form 8552 for each Lead Hazard Evaluation (includes clearance, Environmental Investigation (EI) and risk assessment) that is performed.
- E. Status report, case management information, case files for persons eligible for full state case management, and other contract-related information as requested by CLPPB for program review.

Exhibit A
Scope of Work / Work Plan

- F. Entry of data into the Response and Surveillance System for Childhood Lead Exposures II (RASSCLE II), as negotiated with CLPPB.
- G. Contractor-developed educational materials, if any. (Must be approved by CLPPB prior to use.)

7. Subcontracts Requirements

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

8. Program Monitoring

CLPPB will conduct program evaluations to ensure that the Contractor's program operations and fiscal management procedures are in compliance. CLPPB reserves the right to conduct a program monitoring visit. 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.

9. Services to be Performed

See the attached, Exhibit A, Attachment 1 as follows for detailed description of the services to be performed.

Exhibit A, Attachment I
 Work Plan

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

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

Activities to Support the Objective: Task 1-I	Timeline	Staff	Evaluation/Deliverables
<p>1. Contractor will designate a CLPPP Coordinator responsible for conducting or overseeing the activities below. Contractor's staff may be assigned to perform specific duties of the CLPPP Coordinator, with the exception of the roles of primary program contact, and approval for access to state data, which must be performed by the CLPPP Coordinator.</p> <p><i>The contractor must conduct all of the following Goal 1 activities:</i></p> <p>a. Prepare and implement a Work Plan that identifies appropriate activities and staff for the needs and resources available to the contractor.</p> <p>b. Coordinate all Program services and activities within the contractor's county/city.</p> <p>c. Act as primary program contact with the State Childhood Lead Poisoning Prevention Branch (CLPPB), and disseminate CLPPB communications to staff, as appropriate.</p>	<p>Within thirty (30) days of start date</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Supervising Public Health Nurse/CLPPP Coordinator (CC)</p> <p>CC</p> <p>CC</p> <p>CC</p>	<p><i>The contractor must conduct all Goal 1 deliverables.</i></p> <p>1. Designate CLPPP Coordinator</p> <p>1. Submit Work Plan 2. Submit Personnel Justification Form 3. Submit contact list</p> <p>1. Execute Work Plan</p> <p>1. Designate CLPPP Coordinator as primary program contact for all CLPPB communications</p>

Exhibit A, Attachment I
 Work Plan

Activities to Support the Objective: Task 1-I	Timeline	Staff	Evaluation/Deliverables
<p>d. Adhere with and implement CLPPB contract requirements, including the Work Plan, and CLPPB policies and procedures.</p>	<p>Ongoing</p>	<p>CC, Public Health Nurse (PHN), Health Educator (HE), Health Education Specialist (HES), Health Education Assistant (HEA), Registered Environmental Health Specialist (REHS), Senior Registered Environmental Health Specialist (SREHS), Senior Epidemiologist (SEP), Epidemiologist (EPI), Program Technician (PT), Office Assistant (OA)</p>	<ol style="list-style-type: none"> 1. Monitor compliance of SOW and contract 2. Maintain evidence of contract performance (e.g., Progress Reports, quarterly meeting minutes, duty statements) 3. Ensure staff providing services to children have and maintain required professional qualifications and criteria

Exhibit A, Attachment I
 Work Plan

Activities to Support the Objective: Task 1-I	Timeline	Staff	Evaluation/Deliverables
e. Represent the contractor in person or remotely at CLPPB-sponsored meetings, trainings, and working groups as requested. This includes but is not limited to, regional and statewide program meetings, and training for new CLPPP coordinators and other staff, Medi-Cal Lead Program (MCLP) time study (as appropriate), and use of the CLPPB data system.	Ongoing	CC	1. Participate in CLPPB-sponsored meetings, trainings, and working groups
f. All contractor staff providing services to children under this contract must have and maintain the professional qualifications and criteria (education, licenses, and training) required by CLPPB. Contractor must notify CLPPB when staff changes occur, no later than five working days after the change.	Ongoing	CC	1. Record of (current) professional qualifications for all staff providing services to children
g. Convene and conduct team meetings at least quarterly, in person or remotely, with participation by all of contractor's team members.	Quarterly	CC, PHN HE, HES, HEA, REHS SREHS, SEPI, EPI PT, OA	1. Minutes from quarterly meetings
h. All required Program documentation shall be submitted in a timely manner and according to CLPPB requirements, including but not limited to, case management forms and documents, and biannual Progress Reports.	Ongoing	CC	1. Submit the following documents to CLPPB: <ul style="list-style-type: none"> • Case management forms and documents • Biannual Progress Reports • Quarterly invoices <input type="checkbox"/> Other (<i>please specify</i>):

Exhibit A, Attachment I
 Work Plan

Activities to Support the Objective: Task 1-I	Timeline	Staff	Evaluation/Deliverables
<p>2. Tier 2- All contractors receiving basic State funding allocations greater than \$300,000 annually are expected to carry out additional activities beyond those described in the core goals in the SOW. These additional activities are referred to as Tier 2 activities and are listed throughout the SOW. <i>(Details of the activities are to be specified by the contractor)</i></p> <p>Indicate with an "X" activities to be completed: <input checked="" type="checkbox"/> Host, facilitate, and/or take minutes at one or more regional meetings or CLPPB-sponsored trainings. <input type="checkbox"/> Other <i>(please specify):</i></p>	<p><i>Contractor to indicate timeline for Tier 2 activities</i></p>	<p>CC, PHN HE, HES HEA, REHS SREHS</p>	<p>Indicate with an "X" items to be completed: <input checked="" type="checkbox"/> Agenda from CLPPB-sponsored meeting/training indicating role as facilitator, minutes-taker or host <input type="checkbox"/> Other <i>(please specify):</i></p>

Exhibit A, Attachment I
 Work Plan

Objective 2-II: Inform health care providers of their legal responsibilities with respect to blood lead testing requirements, counseling on how to avoid lead exposure and lead poisoning and blood lead testing requirements, and of available case management, and other services for children with increased blood lead.

Activities to Support the Objective: Task 2-II	Timeline	Staff	Evaluation/Deliverables
<p>1. Contractor shall notify health care providers of information and requirements as specified by CLPPB and also that they have legal duties under California codes and regulations, specifically Health and Safety Code, section 105286, that requires notifying health care providers who perform periodic health assessments for children and those health care providers informing parents and guardians about:</p> <ul style="list-style-type: none"> a. The risks and effects of childhood lead exposure, b. The requirement that children enrolled in Medi-Cal receive blood lead screening tests, and c. The requirement that children not enrolled in Medi-Cal who are at high risk of lead exposure receive blood lead screening tests. 	<p>Ongoing</p>	<p>CC PHN HE HES HEA</p>	<p><i>Contractor must maintain all items below</i></p> <ul style="list-style-type: none"> 1. Description of contacts with health care providers to provide notification, and tracking of health care providers notified. <ul style="list-style-type: none"> • Collaborate with CHDP staff in Department of Public Health to provide education to CHDP providers • Complete 30 Finger Stick trainings during the contract cycle • Complete presentations on lead poisoning prevention to four M/C providers in high risk areas of jurisdiction • Collaborate with M/C agencies

Exhibit A, Attachment I
Work Plan

Activities to Support the Objective 2-II	Timeline	Staff	Evaluation/Deliverable
<p>2. Contractor will provide additional outreach and education to health care providers. <i>(Details to be specified by the contractor, examples given below.)</i> Activities should be appropriate for the contractor’s resources. Programs are encouraged to collaborate with other health programs to maximize resources and health care providers reached.</p> <p>The contractor must indicate with an “X” at least <i>TWO</i> activities to be completed:</p> <p><input type="checkbox"/> Grand Rounds presentations to health care providers</p> <p><input type="checkbox"/> Brown-bag presentations</p> <p><input type="checkbox"/> Nursing or medical school lectures</p> <p><input checked="" type="checkbox"/> Mailing or distributing newsletters, brochures, or informational program materials for healthcare providers and distribution to their patient population.</p> <p><input checked="" type="checkbox"/> Outreach to clinics</p> <p><input checked="" type="checkbox"/> Outreach to centers and staff of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Child Health and Disability Prevention Program (CHDP)</p> <p><input checked="" type="checkbox"/> Other Program activities (approved by CLPPB) to be completed by the contractor.</p> <p><i>Please specify: Work toward collaboration with WIC offices and stores on lead testing messaging</i></p>	<p>Ongoing</p>	<p>CC PHN HE HES HEA</p>	<p><i>Contractor must maintain all items below:</i></p> <ol style="list-style-type: none"> 1. Description of outreach to providers and/or WIC/CHDP staff 2. Record of number of clinics/staff/providers reached 3. Record of number, title and language of each material distributed to clinics/staff/providers 4. Educational print materials for providers (e.g., brochures or presentations) (Must be approved by CLPPB) <p><i>Indicate with an “X” at least one evaluation item to be completed*:</i></p> <p><input checked="" type="checkbox"/> Presentation evaluation</p> <p><input checked="" type="checkbox"/> Pre/post-tests examining knowledge gains and/or behavior change</p> <p><input type="checkbox"/> Other <i>(please specify):</i></p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

Exhibit A, Attachment I
 Work Plan

Activities to Support the Objective 2-II	Timeline	Staff	Evaluation/Deliverables
<p>3. Tier 2- The contractor is to add one or more additional activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.</p> <p><i>Please specify activities:</i> Complete four trainings to WIC office staff during the contract cycle.</p>	<p><i>Contractor to Indicate timeline for Tier 2 activities:</i></p>	<p>CC PHN HE HES HEA</p>	<p>Contractor must maintain all items below:</p> <ol style="list-style-type: none"> 1. Description of outreach to providers and/or WIC/CDPH staff 2. Record of number of clinics/staff/providers reached 3. Record of number, title, and language of each material distributed to clinics/staff/providers 4. Educational print materials for providers (e.g., brochures or presentations) (Must be approved by CLPPB) <p><input type="checkbox"/> Other (please specify):</p> <p>Indicate with an "X" at least one evaluation item to be completed*:</p> <p><input checked="" type="checkbox"/> Presentation evaluation</p> <p><input checked="" type="checkbox"/> Pre/post-tests examining knowledge gains and/or behavior change</p> <p><input type="checkbox"/> Other (please specify):</p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

Exhibit A, Attachment I
Work Plan

Objective 2-III: Increase awareness of lead hazards among local governmental agencies and businesses that can assist in decreasing lead exposures to children. Examples include code enforcement, building departments, other environmental agencies, and health officer and business associations. Examples of businesses include home improvement stores, hardware stores, paint stores, garden supply and landscaping.

Activities to Support the Objective Task 2-III	Timeline	Staff	Evaluation/Deliverables
<p>1. Contractor shall maintain collaborative working relationships with local enforcement agencies and businesses. This should be achieved by collaborative activities that reach these groups. Programs are encouraged to collaborate with other local governmental or business programs to maximize resources and number of groups reached:</p> <p>The contractor must indicate with an “X” at least two activities below to be completed. The number, breadth and extent of the activities chosen are expected to be proportional to the funding and resources provided in the contract.</p> <p><input checked="" type="checkbox"/> Promote displays and educational activities concerning lead hazard awareness at meetings that are focused on potential lead hazard-related activities, such as local code enforcement groups or environmental groups.</p> <p><input checked="" type="checkbox"/> Stock lead hazard awareness materials at local building permit offices and/or at other government agencies or businesses.</p> <p><input checked="" type="checkbox"/> Inform local agencies about applicable regulations and statutes, including legislative and regulatory requirements in: Health and Safety Code 105251 to 105256; State Housing Law, Health and Safety Code, Sections 17961 and 17920.10; Civil Code, Section 1941.1, and California Code of Regulations, Sections 35001 to 36100.</p>	<p>Ongoing</p>	<p>CC PHN HE HES HEA SRE HS REH</p>	<p><i>Contractor must maintain all items below</i></p> <p>1. Description of lead hazard awareness promotion undertaken at local enforcement agencies and businesses</p> <p>2. Number of people reached through outreach to local enforcement agencies and businesses</p> <p>3. Number, title, and language of each material distributed to local enforcement agencies and businesses</p> <p><i>Indicate with an “X” additional item(s) below to be completed:</i></p> <p><input checked="" type="checkbox"/> Educational materials regarding codes and requirements (Must be approved by CLPPB)</p> <p><input checked="" type="checkbox"/> Number of phone calls, referrals, and interagency meetings</p> <p><input checked="" type="checkbox"/> Meeting agendas, minutes, sign-in sheets</p> <p><input type="checkbox"/> Other (please specify)</p> <p><i>Indicate at least one evaluation item to be completed*</i> <i>Please specify: An increase of 10% of persons reached at health fairs over last four year average.</i></p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

Exhibit A, Attachment I
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Activities to Support the Objective Task 2-III	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Promote displays and educational activities concerning lead hazard awareness in businesses that are focused on potential lead hazard-related activities, such as hardware, home improvement, and garden supply stores. <input checked="" type="checkbox"/> Promote displays in businesses that deal in products that have been found to contain lead, such as children’s furniture stores. <input type="checkbox"/> Other Program activities (approved by CLPPB) to be completed by the contractor. <i>Please specify:</i>			
<p>2. Tier 2- The contractor is to add one or more additional activities or other types of activities (approved by CLPPB) to support the objective, as resources allow. The number, breadth, and extent of the activities are expected to be proportional to the funding and resources provided in the contract.</p> <p><i>Please specify activities:</i> Collaborate with CBOs and Neighborhood Community groups by participating in 15 health fairs over the contract cycle.</p>	<p><i>Contract or to Indicate timeline for Tier 2 activities:</i> Ongoing</p>	<p>CC PHN HE HES HEA REH S SRE HS</p>	<p>Contractor must maintain all items below:</p> <ol style="list-style-type: none"> 1. Description of lead awareness activities undertaken in relevant businesses and/or governmental agencies 2. Number of people reached through outreach activities 3. Number, title, and language of each material distributed <p><input type="checkbox"/> Other (<i>please specify</i>): Indicate at least one evaluation item to be completed.* <i>Please specify:</i> CLPPP will complete at minimum 15 health fairs by collaborating with CBOs and Neighborhood Community groups during the contract cycle. * Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

Exhibit A, Attachment I
 Work Plan

Objective 2-IV: Inform CLPPB of any newly suspected or newly identified sources of childhood lead exposure (other than paint, dust, or soil), such as specific home remedies and brands of imported foods, etc., so that CLPPB can follow up with State and federal agencies. This refers especially to substances not previously known to contain lead, rather than recognized sources newly identified as associated with a particular child. (Once CLPPB confirms that the source is lead-contaminated, CLPPB will advise all the contractors and provide information to help them address the problem locally, as appropriate. CLPPB will also work with state and federal authorities to eliminate the source.)

Activities to Support the Objective: Task 2-IV	Timeline	Staff	Evaluation/Deliverables
1. The contractor shall be alert to potential new sources of childhood lead exposure and report any such sources to CLPPB within seven (7) days.	Ongoing/ Episodic	CC PHN HES REHS SREHS	<p><i>Contractor must maintain all items below.</i></p> 1. Reports of sources to CLPPB <input type="checkbox"/> Other <i>(please specify):</i>

Exhibit A, Attachment I
 Work Plan

Activities to Support the Objective: Task 2-IV	Timeline	Staff	Evaluation/Deliverables
<p>2. Tier 2- The contractor is encouraged to consider approaches to identification of other sources of lead exposure and add further activities (approved by CLPPB) to support the objective, as resources allow. <i>(Details are to be provided by the contractor.)</i></p> <p><i>Please specify activities:</i> Complete EIs at alternate sites when deemed appropriate</p>	<p><i>Contractor to Indicate timeline for Tier 2 activities:</i></p>	<p>REHS SREHS</p>	<p>Indicate with an "X" the items to be completed:</p> <p><input checked="" type="checkbox"/> Description of approaches to identification of other sources of lead exposure</p> <p><input type="checkbox"/> Other <i>(please specify):</i></p>

Exhibit A, Attachment I
Work Plan

Objective 2-V: Identify and maintain contact with liaisons in other health programs and community groups in the CLPPP’s jurisdiction to facilitate information-sharing and potential development of joint outreach and education programs. Other health programs include, in particular, CHDP, MCAH, WIC, Head Start, and appropriate managed care plans serving low-income children, including Medi-Cal Managed Care.

Activities to Support the Objective: Task 2-V	Timeline	Staff	Evaluation/Deliverables
<p>1. The contractor will develop and maintain the following:</p> <p>a. Contact files, including the names of liaisons, for all government-assisted health programs in the contractor’s jurisdiction including CHDP, MCAH, WIC, Head Start, and Medi-Cal (including Medi-Cal Managed Care Plans). For example, if the county provides Medi-Cal through a Managed Care organization, the contractor will identify the Plan’s liaison for lead.</p> <p>b. The contractor will collaborate with the liaisons in developing strategies for preventing lead exposure, increasing screening, identifying lead-exposed children, and disseminating information on available government-assisted health care programs.</p> <p>c. The contractor must indicate at least one activity that will be accomplished. Outreach activities conducted with other health programs to achieve this objective may coincide with those specified in Objectives 2-I and 2-II.</p>	<p>If the contractor has not already established such relationships, they shall be established within six months of the start of the contract.</p> <p>Ongoing</p>	<p>CC HE HES</p> <p>CC PHN HE HES REHS SREHS</p>	<p><i>For all Objective 2-V deliverables, the following items will be completed:</i></p> <p>1. Contact file, including names of liaisons for government-assisted health programs in the contractor’s jurisdiction</p> <p>Deliverables must include activities to be conducted if a contact has already been established.</p> <p>1. Description of collaborative strategies</p> <p>2. Evaluation of collaborative strategies</p> <p><input checked="" type="checkbox"/> Other (<i>please specify</i>): Provide Lead Poisoning Prevention training to Public Health programs, including Children’s Medical Services and Maternal Child Adolescent Health programs, at least 2 times during the contract cycle</p>

Exhibit A, Attachment I
 Work Plan

Activities to Support the Objective: Task 2-V	Timeline	Staff	Evaluation/Deliverables
<p>2. Tier 2- The contractor is to add one or more activities of the type indicated above, or with community groups as in the example below, to support the objective. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. An example of further potential activities is given below:</p> <p>Indicate with an “X” the items to be completed:</p> <p><input checked="" type="checkbox"/> Conduct liaison activities with additional groups, such as Early Start, Black Infant Health, and/or other groups in the jurisdiction that conduct health-related outreach and education, and/or improve access to health care.</p> <p><input type="checkbox"/> Other activities (approved by CLPPB) to be completed by the contractor. <i>Please specify:</i></p>	<p><i>Contractor to indicate timeline for Tier 2 activities:</i></p>	<p>CC PHN HE HES HEA REHS SREHS</p>	<p>Indicate with an “X” the items to be completed:</p> <p><input checked="" type="checkbox"/> Description of collaborative strategies</p> <p><input checked="" type="checkbox"/> Description of outreach to other programs</p> <p><input type="checkbox"/> Other (<i>please specify</i>):</p> <p>Indicate with an “X” at least one evaluation item to be completed.*</p> <p><input checked="" type="checkbox"/> Evaluation of collaborative strategies</p> <p><input checked="" type="checkbox"/> Evaluation of outreach to other programs</p> <p><input checked="" type="checkbox"/> Other (<i>please specify</i>): Program evaluation on success of collaborative efforts with Public Health Programs.</p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

Exhibit A, Attachment I
 Work Plan

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

Objective 3-I: Develop and implement strategies to increase the proportion of at-risk children who are blood lead tested, using 2012 or later data as available, as a baseline for the number of children tested in the jurisdiction as reported to CLPPB, or other appropriate data source chosen in consultation with CLPPB.

Activities to Support the Objective: Task 3-I	Timeline	Staff	Evaluation/Deliverables
<p>1. The Contractor must conduct the following activities:</p> <p>a. Provide outreach and education to families of high-risk children targeted by California’s most current blood lead screening regulations and to child caregivers for such families, regarding screening for lead poisoning. (For guidance, you may refer to CLPPB’s <i>A Planning Guide for Lead Program Coordinators: Planning Outreach and Education to Prevent Childhood Lead Exposures</i> and updates.)</p> <p>b. Inform health care providers of their legal responsibilities with respect to anticipatory guidance, screening and testing for lead poisoning, and of available case management services, Communicate the importance of supplying complete patient information to laboratories when sending samples out for blood lead analysis or when referring children for blood lead analysis.</p> <p>c. In its application, the contractor may propose additional activities reaching other children and families if resources permit or if a high risk is demonstrated. (<i>Details are to be specified by the contractor.</i>) Outreach activities conducted to achieve this objective may coincide with those specified in Objectives 2-I and 2-II. Indicate activity here:</p>	<p>Ongoing</p>	<p>CC PHN HE HES HEA</p>	<p><i>For all Goal 3 deliverables, contractor must maintain the following items:</i></p> <ol style="list-style-type: none"> 1. Description of outreach to families 2. Number of families reached 3. Description of activity for health care providers 4. Number and description of health care providers reached 5. Educational print materials (e.g., brochures or presentations) (Must be approved by CLPPB) 6. Quantity, title, and language, of each outreach material distributed at each activity <p><input type="checkbox"/> Other (<i>please specify</i>):</p> <p><i>Indicate with an “X” at least one evaluation item to be completed*</i></p> <p><input checked="" type="checkbox"/> Evaluation of outreach to families (e.g., pre/post-tests)</p> <p><input checked="" type="checkbox"/> Evaluation of activity for health care providers (e.g., pre/post-tests, training evaluation)</p> <p><input type="checkbox"/> Other (<i>please specify</i>):</p> <p>* Refer to the CLPPP Coordinator Handbook (2018) for information and templates to assist with evaluation.</p>

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<p>d. Inform CLPPB if the contractor learns of laboratories, including in-office testing by health care providers, that are not reporting blood lead test results to CLPPB.</p> <p><input type="checkbox"/> Other Program activities (approved by CLPPB) to be completed by the contractor. <i>Please specify:</i></p>			<p>Contractor will submit:</p> <p>1. Status reports</p> <p><input type="checkbox"/> Other (<i>please specify</i>):</p>
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Activities to Support The Objectives: Task 3-I	Timeline	Staff	Evaluation/Deliverables
<p>2. Tier 2- The contractor must add other, additional activities to support the objective, as resources allow. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. Examples are given below. Activities are to be approved by CLPPB. <i>(Details are to be specified by the contractor.)</i></p> <p>Indicate with an “X” activities to be completed:</p> <p><input checked="" type="checkbox"/> Engage local community-based and ethnic organizations to assist in outreach to providers and at-risk communities.</p> <p><input checked="" type="checkbox"/> Identify high-risk communities or neighborhoods in which to focus the strategies.</p> <p><input type="checkbox"/> Improve access and remove barriers to screening by building finger stick testing capacity, setting up (with prior CLPPB approval) screening sites that are alternatives to existing clinical sites, etc.</p> <p><input checked="" type="checkbox"/> Other Program activities (approved by CLPPB) to be completed by the contractor. <i>Please specify:</i> Complete 30 finger stick training to identified providers during the contract cycle.</p>	<p>Ongoing</p>	<p>CC PHN HE HES REHS SREHS</p>	<p>Contractor must complete:</p> <ol style="list-style-type: none"> 1. Description of outreach 2. Evaluation of outreach (e.g., pre/post-tests) <p>Indicate with an “X” items to be completed:</p> <p><input checked="" type="checkbox"/> Plan for improving finger stick testing capacity</p> <p><input checked="" type="checkbox"/> Other <i>(please specify):</i> Identify 10 churches and/or day cares in high risk areas, to be determined by data analyses) and provide outreach and education to those groups.</p>

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

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

Activities to Support the Objective: Task 4-I	Timeline	Staff	Evaluation/Deliverables
<p><i>The contractor shall perform all of the following:</i></p> <ol style="list-style-type: none"> 1. Within 60 calendar days of receiving notification of a person in its jurisdiction who is between birth and 21 years of age and who has an initial BLL \geq 4.5 micrograms of lead per deciliter of blood (mcg/dL), the contractor shall initiate graded case management to reduce lead exposure, as follows: <ol style="list-style-type: none"> a. At a minimum, graded case management shall include outreach and education, monitoring of BLLs, and reminders to the primary care provider to retest. b. If the person is eligible for full case management, service shall be provided as specified below. c. As resources allow, additional services may be provided, including other graded responses, up to and including public health nursing and environmental investigations. 	<p>Ongoing</p>	<p>CC PHN HES HEA</p>	<p><i>The contractor shall provide all of the following:</i></p> <ol style="list-style-type: none"> 1. Submission of Biannual Progress Reports. 2. Records tracking the provision of graded case management and making the records available for inspection by the CLPPB upon request.
<ol style="list-style-type: none"> 2. When the contractor is notified of a person in its jurisdiction who meets eligibility criteria for full case management as described below, the contractor shall arrange for a Public Health Nurse (PHN) certified by the State of California and an Environmental Professional (EP) to provide nursing and environmental case management in compliance with: <ol style="list-style-type: none"> a. California Health and Safety Code, Section 105275 <i>et seq.</i> (appropriate case management); 	<p>Ongoing</p>	<p>CC PHN HES REHS SREHS</p>	<ol style="list-style-type: none"> 1. Submission of Biannual Progress Reports. 2. Records documenting the provision of full case management and making the records available for inspection by the CLPPB upon request.

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Activities to Support the Objective: Task 4-I	Timeline	Staff	Evaluation/Deliverables
<p>b. Title 17 of the California Code of Regulations, Section 35001, <i>et seq.</i> (“Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards”);</p> <p>c. CLPPB Program Letters, and manuals incorporated by reference in Program Letters, including the CLPPB <i>Public Health Nursing Manual (PHN Manual)</i>, September 2002, and subsequent updates; <i>Guidance Manual for Environmental Professionals (EP Manual)</i>, June 26, 2012, and subsequent updates; and <i>Surveillance and Data Management Manual</i> and subsequent updates.</p>			
<p>3. When the contractor is notified of a person in its jurisdiction who is between birth and 21 years of age and meets the following eligibility criteria, the contractor shall provide full case management for that person:</p> <p>a. A single venous BLL \geq 14.5 mcg/dL; or</p> <p>b. Two BLLs \geq 9.5 mcg/dL, drawn at least 30 calendar days apart and at least the second of which is venous; or</p> <p>c. As specified in any subsequent Program Letter updating eligibility criteria.</p>	Ongoing	CC PHN HES REHS SREHS	<p>1. Submission of Biannual Progress Reports.</p> <p>2. Records documenting the provision of full case management and making the records available for inspection by the CLPPB upon request.</p>
<p>5. 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.</p>	Ongoing	CC PHN HES REHS SREHS	<p>1. Submitted copies of LPFFs, consents, and environmental clearance forms.</p>

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Activities to Support the Objective: Task 4-I	Timeline	Staff	Evaluation/Deliverables
<p>6. The contractor shall notify the CLPPB if:</p> <ul style="list-style-type: none"> a. A person identified as meeting State Case criteria, or potentially meeting the criteria pending another venous BLL, has been so designated in error. b. A person has been designated as residing within the CLPPP's jurisdiction but actually lives elsewhere, or has moved out of the jurisdiction before case management has been initiated. <p>The contractor shall coordinate with the health department or contractor in a jurisdiction to which a child receiving case management services moves.</p>	Ongoing	CC PHN HES REHS SREHS	1. Records documenting notification of CLPPB.
<p>7. The contractor shall advise the parents or guardians of the child of the availability of services for which the child is eligible, but does not receive, through a government-assisted health care or nutrition program (e.g. Medi-Cal, CHDP, or local plan, WIC, or an early childhood development program such as Head Start or Early Head Start).</p>	Ongoing	CC PHN HES REHS SREHS	1. Records documenting notification of the parents or guardian of the availability of services for which the child is eligible.
<p>8. The contractor shall contact the California Occupational Lead Poisoning Prevention Program, per Program Letters, if occupational take-home lead exposure is suspected as the source of lead exposure.</p>	Ongoing	CC PHN HES REHS SREHS	1. Records documenting notification of the California Occupational Lead Poisoning Prevention Program.

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Activities to Support the Objective: Task 4-I	Timeline	Staff	Evaluation/Deliverables
9. If the contractor is or applies to be a participant in the X-Ray Fluorescent (XRF) Instrument Loan Program, the contractor shall participate fully in that program, as specified in CLPPB Program Letters and the <i>Guidance Manual for Environmental Professionals June 26, 2012</i> and updates, including monthly submittal of XRF printouts for quality assurance.	Ongoing	REHS SREHS	1. Monthly submission by each EP of XRF Print-out Form, EI/Clearance, or office practice if no fieldwork was done. 2. Records of conducting routine maintenance, resourcing, and biannual leak testing of each XRF instrument.
10. As resources allow, the contractor may provide additional activities, approved by CLPPB, to support this objective. <i>Specify other activities:</i>	Ongoing		<i>Specify deliverables for other activities to support this objective</i>

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Activities to Support the Objective: Task 4-I	Timeline	Staff	Evaluation/Deliverables
<p>11. Tier 2: The contractor shall add additional activities to support the objective. The number and extent of activities are expected to be proportional to the funding and resources provided under the contract.</p> <p>An example of such an activity is:</p> <p><input type="checkbox"/> When notified of a child with an increased BLL that does not meet the criteria for full state-case management, all such children are required to receive at a minimum outreach and education, monitoring of BLLs, and provider retesting reminders. However, services beyond this level, including home visits and inspections, may be addressed by a jurisdiction for all such children down to a specified BLL (e.g., all children with persistent BLLs ≥ 7 receive home visits).</p> <p>Specify other Program activities (approved by CLPPB) to be completed by the contractor. Provide Home Visit to all potential cases by either a PHN or HES.</p> <ul style="list-style-type: none"> • Clients who fall within the 10-15 mcg/dL range are to be seen by the HES • Those with BLLs greater than 15mcg/dL but not yet a confirmed state case will be seen by either the PHN or the HES 	<p><i>Contractor to indicate timeline for Tier 2 activities</i> Ongoing</p>	<p>CC PHN HES</p>	<p><input checked="" type="checkbox"/> Evaluation of strategies to address children with increased BLLs that do not meet the eligibility criteria for full state case management.</p> <p><input type="checkbox"/> Other (please specify):</p>

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Objective 4-II: Assure that sources of lead exposure are eliminated.

Activities to Support the Objective: Task 4-II	Timeline	Staff	Evaluation/Deliverables
<p><i>The contractor shall perform all of the following:</i></p> <ol style="list-style-type: none"> 1. Monitor BLLs to ensure all sources of lead exposure have been identified and removed. 2. Inform the family of environmental, nonenvironmental (nonhousing), and other possible sources of lead. 	<p>Ongoing</p>	<p>CC PHN HES</p>	<p><i>The contractor shall provide all of the following:</i></p> <ol style="list-style-type: none"> 1. Completed pages of the Lead Poisoning Follow-up Form and appendices (including initial, interim, as appropriate, and closing LPFFs). 2. Completed Form 8552 for each Lead Hazard Evaluation that is performed (including clearance, Environmental Investigation, and risk assessment).

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

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

Activities to Support the Objective: Task 5-I	Timeline	Staff	Evaluation/Deliverables
<p>1. The contractor must conduct all of the following activities:</p> <p>a. The EP, when lead hazards are identified during an environmental investigation for a lead-exposed child whose BLL meets “case” definition, shall use progressive notification and other follow-up actions (including property visits, administrative hearings, and referrals to coordinate with other enforcement agencies) as needed to ensure sources of exposure are reduced or eliminated and that the address has achieved clearance. Lead hazards to be eliminated and procedures to be followed are described in:</p> <p>i. Title 17, Section 35001 <i>et seq.</i> (Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards);</p> <p>ii. Childhood Lead Poisoning Prevention Branch, <i>Guidance Manual for Environmental Professionals, June 26, 2012</i>, and updates.</p>	<p>Ongoing</p>	<p>PHN REHS SREHS</p>	<p><i>For all activities under this objective the contractor will submit:</i></p> <p>1. Copy of relevant page of CLPPB LPFF for addresses achieving clearance, attached to appropriate Progress Report.</p> <p>2. Biannual Progress Reports</p> <p><i>Indicate with an “X” additional item(s) below to be completed</i></p> <p><input type="checkbox"/> Other (please specify):</p>

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Activities to Support the Objective: Task 5-I	Timeline	Staff	Evaluation/Deliverables
<p>b. Track the following regarding State case-related properties for submittal in the biannual progress report: number of properties with identified lead hazards, number of property owner lead hazard notification letters and other correspondence, number of properties currently open for follow-up and the number of calls/e-mails and visits to open properties, and number of properties achieving</p> <p>c. The EP will contact local enforcement agencies and take other steps to secure enforcement when a property owner fails to comply with lead hazard reduction or elimination.</p> <p>d. The contractor must add further activities to support this objective, and to enhance collaboration with other groups and agencies in achieving this objective, as resources allow. Examples of such activities are given under Tier Two, below.</p> <p>Specify other Program activities (approved by CLPPB) to be completed by the contractor:</p>	Ongoing	REHS SREHS	<p><i>For all activities under this objective the contractor will submit:</i></p> <ol style="list-style-type: none"> 1. Documentation of all correspondence to property owners. 2. Semi-annual list of cleared inspections <ol style="list-style-type: none"> 1. Documentation of follow-up steps with local enforcement agency
	Ongoing	REHS SREHS	<ol style="list-style-type: none"> 1. Documentation of collaboration with other groups

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Activities to Support the Objective: Task 5-I	Timeline	Staff	Evaluation/Deliverables
<p>2. Tier 2- The contractor is to add one or more activities to support this objective and to enhance collaboration with other groups and agencies in achieving this objective, as resources allow. The number, breadth, and extent of activities are expected to be proportional to the funding and resources provided in the contract. Outreach and education activities carried out in support of this objective may coincide with Tier 2 activities specified in Objective 2-III.</p> <p>Indicate with an “X” activities to be completed:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Elimination of lead hazards identified for other lead-exposed children with increased BLLs, whose BLLs do not meet CLPPB State case definition. <input checked="" type="checkbox"/> Education of enforcement agency partners (i.e., city and/or county building departments, housing departments) in protecting children with increased blood lead levels, or children at risk for lead exposure, by providing education in lead hazard compliance and enforcement, lead-safe work practices, and visual assessment. <input checked="" type="checkbox"/> Evaluation of other units in multi-unit buildings where a source of lead is identified. <input checked="" type="checkbox"/> Education of other tenants in multi-unit buildings where a child with a blood lead level that meets case definition has been identified, while maintaining confidentiality about the presence of the lead-exposed child. <input type="checkbox"/> Other Program activities (approved by CLPPB). Please specify: 	<p><i>Contractor to indicate timeline for Tier 2 activities:</i> Ongoing</p>	<p>REHS SREHS</p>	<p><i>For all activities under this objective the contractor will submit:</i></p> <ol style="list-style-type: none"> 1. Documentation of follow-up and management of elevated blood levels and lead hazard mitigation. <p><i>Indicate with an “X” items to be completed:</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Description of outreach to enforcement agency partners <input checked="" type="checkbox"/> Description of outreach to other tenants in multi-unit buildings where a child with a BLL that meets State case definition has been identified. <input type="checkbox"/> Other (please specify): <p><i>Indicate at least one evaluation item to be completed:</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Results of evaluation of other units in multi-unit buildings where a source of lead is identified <input type="checkbox"/> Other (please specify):

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Objective 5-II: Use proactive inspection to identify and reduce lead hazards in high-risk areas to prevent lead-exposure to children.

Activities to Support the Objective: Task 5-II	Timeline	Staff	Evaluation/Deliverables
<p>1. Implement a program to reduce the opportunity for children being exposed to environmental lead hazards, by investigating locations where children are being exposed, could be exposed, or have been exposed in the past, and responding as necessary with appropriate enforcement actions.</p> <p>a. Efforts must focus on a specific high-risk geographic area, or areas, of concern.</p> <p>b. If not already identified in the contract work plan, within six months from the start of the contract, collaborate with CLPPB to create and submit a plan to CLPPB as to which geographic area(s) will be addressed, or other criteria that will be used to determine the sites of these investigations.</p> <p>The breadth and extent of activities planned and carried out for this objective are expected to be proportional to the amount of funding and resources provided.</p>	<p>Ongoing</p>	<p>CC PHN HE HES REHS SREHS</p>	<p><i>The contractor will submit:</i></p> <ol style="list-style-type: none"> 1. Summary of steps taken to reduce childhood lead exposure, attached to the Biannual Progress Report 2. Number of high-risk properties inspected, reported in the Biannual Progress Report 3. Number of high-risk properties remediated, reported in the Biannual Progress Report

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OPTIONAL FUNDING

Contractors wishing to apply for optional funding for additional activities to achieve elimination of lead hazards need to submit work plan activities for the Scope of Work listed under Objectives 5-III and 5-IV. Please select one or more of the optional Evaluation/Deliverables in addition to the mandatory Evaluation/Deliverables. The checked boxes should be reflective of the amount of funding allocated and resources available.

Note: The optional funds provided for Objectives 5-III and 5-IV are to be allocated into the Primary contract portion of the contractor’s budget or expended as a subcontract with other government entities with prior CDPH approval.

This is an optional activity. Please indicate participation by placing an “X” in a check box below. Those not wishing to apply for this funding should proceed to Goal 6.

Applying for optional funds **Not applying for optional funds**

Objective 5-III: Develop and implement activities designed to prevent lead-exposed children and at-risk children from exposure to lead hazards.

Activities to Support the Objective: Task 5-III	Timeline	Staff	Evaluation/Deliverables
<p>The contractor must conduct the following activities under Objective 5-III</p> <p>1. Protect children with known blood levels that show lead exposure from additional exposure to environmental lead hazards by: carrying out lead hazard evaluations (including clearance, EI, risk assessment, and other activities); ensuring proper lead abatement procedures and clearance of hazards; and verifying that abatement workers are conducting activities as required by California Code of Regulations, Title 17.</p> <p>a. Efforts may focus on specific high-risk population groups and/or geographic areas.</p> <p>b. If not already identified in the contract work plan, within six months from the start of the contract, collaborate with CLPPB to create and submit a plan</p>	<p>Ongoing</p>	<p>REHS SREHS</p>	<p><i>For all activities under this objective, the contractor will submit:</i></p> <p>1. Relevant page of CLPPB LPFF for addresses achieving clearance attached to appropriate Progress Report</p> <p>2. Biannual Progress Reports</p>

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<p>to CLPPB as to which children will be addressed, identifying:</p> <ul style="list-style-type: none"> i. Range of BLLs; Surveillance (5-9mcg/dL) and Potential (10-15 mcg/dL) cases. ii. Population group(s) and/or geographic area(s): Children with elevated BLLs in the above range that have not received an EI and who the program identifies as high risk. 			<p>Contractor will maintain item below:</p> <ul style="list-style-type: none"> 1. Description of children to be addressed by lead hazard reduction activities
<p>3. Develop a written progressive enforcement procedure and submit to CLPPB with the first progress report. Progressive enforcement activities would include, for example, a letter to the property owner, followed by a Notice of Violation, an administrative hearing, and then an order to abate.</p> <ul style="list-style-type: none"> a. In the absence of clearance of hazards using the above remedies, a system will be required to be in place to resolve the lead hazards, using the provisions of the State Housing Law, or local ordinances. b. The contractor is required to develop criteria for a property follow-up schedule, with a timeline for referral to the County District Attorney for properties found to be non-compliant with the above-described enforcement actions. c. In counties where a large number of cases occur in a specific jurisdiction (high-risk area), in which the county plans to focus efforts but where the county lacks authority for legal resolution of State Housing Law cases, the county should enter into an agreement with that jurisdiction to allow for abatement and enforcement of lead hazards. 	<p>Ongoing</p>	<p>REHS SREHS</p>	<p>The contractor will maintain the item below:</p> <ul style="list-style-type: none"> 1. Progressive enforcement procedure

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<p>4. The contractor will oversee lead abatement activities to prevent lead hazards and exposure of at-risk children to lead, as required by Title 17, California Code of Regulations Section 35001 et seq., as resources allow.</p>	<p>Ongoing</p>	<p>REHS SREHS</p>	<p><i>The contractor will maintain the item below:</i></p> <p>1. For permanent abatement, retain lead abatement plan and associated CDPH 8551 and 8552 forms</p>
<p>5. Information on activities carried out under objective 5-III which can include, specific populations as well as areas and properties targeted where hazards were eliminated, is to be submitted with each biannual progress report</p>	<p>Ongoing</p>	<p>REHS SREHS</p>	<p><i>Indicate with an "X" activities to be completed:</i></p> <p><input checked="" type="checkbox"/> List of targeted areas where hazards were eliminated (closed properties)</p> <p><input checked="" type="checkbox"/> Other (<i>please specify</i>): Obtain pre 1978 housing list through collaboration with building departments within the jurisdiction</p>
<p>6. The breadth and extent of activities planned and carried out for items 1, 2, 3, and 4 in this objective are expected to be proportional to the amount of optional funding and resources provided.</p>			
<p>7. The contractor is encouraged to evaluate and modify activities that support the Program's objective, with approval from CLPPB.</p>		<p>REHS SREHS</p>	<p><i>Indicate at least one evaluation item to be completed:</i> <i>Please specify:</i> Evaluate the number of pre-1978 homes in high risk areas of the jurisdiction.</p>

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Objective 5-IV: increase collaboration with local building departments, housing departments, code enforcement groups, environmental agencies, and other groups to see that lead hazards are properly identified and eliminated.

Activities to Support the Objective: Task 5-IV	Timeline	Staff	Evaluation/Deliverables
<p>The contractor must conduct the following activities under Objective 5-IV:</p> <p>1. Develop collaboration and partnerships with investigation and enforcement agencies (i.e., city and/or county building departments, housing departments, code enforcement agencies and environmental agencies), particularly those in specific jurisdictions that are identified as high risk for lead hazards. These would include:</p> <ul style="list-style-type: none"> a. Development and implementation of programs for training of investigation and enforcement agency personnel on identifying and appropriate correction of lead hazards, as indicated for your jurisdiction. b. Fiscal support for training if needed, and as resources allow. c. Development and implementation of other activities specified by the Program (and approved by CLPPB) to be completed by the contractor. <i>(Details of the activities are to be specified by the contractor.)</i> 	<p>Ongoing</p>	<p>REHS SREHS</p>	<p><i>For all activities under this objective, the contractor will submit:</i></p> <ol style="list-style-type: none"> 1. Meeting agendas and minutes 2. Copies of response policy (e.g., personnel roles and responsibilities, enforcement) 3. Documentation of training 4. Biannual Progress Reports 5. List of enforcement agency contacts 6. Description of collaborations with enforcement Agencies <p><input checked="" type="checkbox"/> Other (please specify):</p> <ul style="list-style-type: none"> • Provide oversight and monitoring of lead abatement activities, review abatement plans, write SOW for lead abatement and risk assessment reports. • Evaluate lead abatement and provide education when correction is identified. • Provide pre-visuals and/or assessments to all pre-1978 dwellings from the surveillance case list.

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Activities to Support the Objective: Task 5-IV	Timeline	Staff	Evaluation/Deliverables
<p>2. Develop and implement interagency referral, reporting procedures, and cooperation with investigation and enforcement agency partners.</p> <p>a. Include activities such as responding to practices that create lead hazards by implementing lead hazard compliance and enforcement procedures.</p> <p>b. Delineate roles and responsibilities.</p>	Ongoing	REHS SREHS	<p><i>For all activities under this objective, the contractor will submit:</i></p> <p>1. Interagency referral procedures</p> <p>2. Interagency reporting procedures</p> <p><input type="checkbox"/> Other <i>(please specify):</i></p>
<p>3. Develop an Enforcement Response Policy, including the roles and responsibilities of partnering enforcement agencies.</p> <p>a. Submit this policy to the CLPPB, by the end of the 2021 fiscal year of this contract.</p>	June 30, 2021	REHS SREHS	<p><i>For all activities under this objective, the contractor will submit</i></p> <p>1. Enforcement Response Policy</p>

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Activities to Support the Objective: Task 5-IV	Timeline	Staff	Evaluation/Deliverables
<p>The following activities are optional. Please indicate with a check mark if you choose to conduct them.</p> <p>4. <input checked="" type="checkbox"/> As resources allow, assess the effectiveness of local government laws, ordinances, housing codes, and enforcement structures covering identified lead hazards, and determine if changes are required to ensure children are protected.</p>	Ongoing	REHS SREHS	<p>Indicate with an "X" activities to be completed:</p> <p><input checked="" type="checkbox"/> Assessment of local government laws, ordinances, housing codes and enforcement structures covering identified lead hazards</p> <p><input type="checkbox"/> Other (please specify):</p>
<p>5. <input checked="" type="checkbox"/> As resources allow, carry out other outreach and education activities with enforcement partners. Examples of such activities are:</p> <p>a. Providing program materials for public distribution on lead hazards to housing and building departments.</p> <p>b. Work with building department to incorporate information about lead-safe work practices into their building permit process (such as attaching pamphlets to building permits that educate about lead hazards for housing built before 1978).</p> <p>c. Ensure building department and permit office incorporate information about lead-safe work practices into their building permit process by asking clients if the buildings are built before 1978 to prompt staff to attach lead-safe work practices brochures and Renovation, Repair, and Painting (RRP) rule brochures to the permits.</p>	Ongoing	REHS SREHS	<p>The contractor will submit:</p> <ol style="list-style-type: none"> 1. Description of outreach materials on renovation and remodeling 2. Supplemental educational materials supplied to enforcement staff <p><input checked="" type="checkbox"/> Other (please specify): Provide educational materials to day cares and churches in identified high risk areas of jurisdiction</p>

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Activities to Support the Objective: Task 5-IV	Timeline	Staff	Evaluation/Deliverables
<p>6. Collaboration and partnering with community-based organizations (CBOs) addressing lead hazards is strongly encouraged, as resources allow.</p> <p>Examples of activities are:</p> <ul style="list-style-type: none"> a. Providing up-to-date training and educational material to CBO staff that they can employ in outreach efforts to their communities. b. Helping CBOs identify high-risk areas c. Other Program activities (approved by CLPPB) to be completed by the contractor. <p><i>Please specify activities:</i> Collaborate with CBOs to provide education and informational brochures</p>	Ongoing	SREHS REHS	<p>Contractor must submit all of the following:</p> <ul style="list-style-type: none"> 1. List of CBO contacts 2. Description of collaborations with CBOs 3. Training and/or educational materials for CBOs <p><input type="checkbox"/> Other (please specify):</p>
<p>7. The breadth and extent of activities planned and carried out for items 1, 2, 4, and 5 in this objective, are expected to be proportional to the supplemental funding and resources provided.</p>			
<p>8. Information on activities carried out under this objective is to be collected.</p>			<ul style="list-style-type: none"> 1. Information on activities is to be submitted with each CLPPP biannual progress report
<p>9. The contractor is encouraged to evaluate and modify activities that support the objective, with approval from CLPPB.</p>			

Exhibit A, Attachment I
 Work Plan

Goal 6: Program data will be maintained according to CLPPB security and confidentiality standards and a data system will be in place that will enable the collection, analysis, and dissemination of information on childhood lead exposure that can be used effectively for surveillance, identification of lead-exposed children, management of cases, epidemiology, evaluation, and program planning. CLPPP will ensure that data provided by CDPH or collected by the CLPPP in performance of this contract will be used only for purposes of carrying out work under this contract.

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

Activities to Support the Objective: Task 6-I	Timeline	Staff	Evaluation/Deliverables
<p>1. The contractor will utilize RASSCLE II (Response and Surveillance System for Childhood Lead Exposure II), or another data system approved by CLPPB, to:</p> <ul style="list-style-type: none"> a. Receive email alerts for new state defined cases, emergency blood lead test results, subsequent blood lead tests for existing cases, and transfers of state-defined cases. The CLPPP Coordinator will receive these alerts and coordinate with CLPPB RASSCLE II Administrators to ensure that appropriate contractor’s staff receive the alerts necessary for their assigned activities. b. Monitor medical and environmental information related to cases, including LPFF, data entered by CLPPB. 	<p>Ongoing</p>	<p>CC PHN HE HES HEA PT OA</p>	<p><i>For all activities listed under this objective, the contractor will submit and retain:</i></p> <ol style="list-style-type: none"> 1. Reports as specified in the CLPPB <i>Surveillance and Data Management Manual</i>. 2. Documentation in case management records, as appropriate 3. Report of RASSCLE II discrepancies 4. Responses to supplemental questionnaires regarding cases and data as requested 5. Documentation from contractor’s Information Technology (IT) department regarding installation, upgrading, and maintenance of contractor’s information technology systems <p><input type="checkbox"/> Other <i>(please specify)</i>:</p>

Exhibit A, Attachment I
 Work Plan

Activities to Support the Objective: Task 6-I	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> c. Monitor blood lead tests and follow-up information for individuals with increased BLLs who have not yet achieved case status. 		CC PHN HES HEA	
<ul style="list-style-type: none"> 2. The contractor shall support the quality and security of RASSCLE II data by: <ul style="list-style-type: none"> a. Using the RASSCLE II system in accordance with the CLPPB <i>Surveillance and Data Management Manual</i>. <ul style="list-style-type: none"> i. The CLPPP Coordinator shall notify CLPPB RASSCLE II Administrators immediately when staff with RASSCLE II access leave the program, and submit requests for new user accounts when additional staff need access to the system. ii. The Coordinator shall include RASSCLE II training, policies, and procedures in CLPPB staff turnover and new employee orientation plans. iii. Report any RASSCLE II data discrepancies immediately to CLPPB. b. Attending CLPPB RASSCLE II web-based and regional meetings. When possible, attendance should comprise a broad spectrum of user types, including PHNs, data management personnel, EPs, epidemiologists, and nutritionists. c. Coordinating with the contractor's IT Department or local department that supports the contractor's data functions to ensure that any system on which RASSCLE II is run, conforms to CLPPB technical and security standards. 	Ongoing	CC PHN HE HES HEA EPI SEPI	

Exhibit A, Attachment I
 Work Plan

Activities to Support the Objective: Task 6-I	Timeline	Staff	Evaluation/Deliverables
<p>3. Contractors inputting into RASSCLE II – Implemented on a mutually agreed upon timeframe and under the consent and direction of CLPPB:</p> <ul style="list-style-type: none"> a. Contractors electing to enter selected clinical and/or environmental LPFF data in RASSCLE II shall: <ul style="list-style-type: none"> i. Enter and manage data in RASSCLE II in accordance with the <i>RASSCLE Data Entry Manual</i> and adhere to any future changes to these data entry protocols or requirements. ii. Report any technical issues that prevent or hamper complete data entry to CLPPB RASSCLE II Administrators. iii. Attend RASSCLE II data entry and management protocols, web-based and regional trainings. Attendance should include all contractor’s data entry personnel. iv. Designate a staff member to serve as the primary point of contact for CLPPB communications regarding data entry issues. b. Contractors electing to enter complete clinical and/or environmental LPFF data in RASSCLE II shall: <ul style="list-style-type: none"> i. Fulfill all requirements in Activity 3-a above. ii. Under a mutually agreed upon timeline and with the approval of CLPPB, implement a process to periodically audit the entry of LPFF data into RASSCLE II for accuracy, completeness, and compliance with the CLPPB <i>RASSCLE II Data Management Manual</i> and all revisions. 	<p>Ongoing</p>	<p>N/A</p>	<p>Fresno County does not enter client level data directly into the RASSCLE system. At such time as an electronic data management system is available for the Fresno CLPPP the program will follow the CLPPB guidelines as outlined.</p>

Exhibit A, Attachment I
 Work Plan

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

Activities to Support the Objective: Task 6-II	Timeline	Staff	Evaluation/Deliverables
<p>1. The contractor must adhere to CLPPB data security and program confidentiality policies and procedures when obtaining, storing, and transmitting protected health information. These policies and procedures are delineated in:</p> <ul style="list-style-type: none"> a. Health and Safety Code, Sections 124130 and 100330. b. CLPPB <i>Surveillance and Data Management Manual</i> c. Contract attachments d. CLPPB Program Letters e. Other relevant national and state confidentiality provisions, such as the <i>Health Insurance Portability and Accountability Act (HIPAA)</i>. <p>2. CLPPP Coordinators are responsible for protection of Program data, and may only allow use of the data for purposes of this contract. CLPPP Coordinators must establish and maintain a system for ensuring that access of employees to Program data is terminated when employees are no longer associated with the CLPPP or when they no longer need access to the data for purposes of this contract. The contractor will maintain accurate records of all persons with current or past access to Program data, and provide these records to CLPPB upon request. CLPPP Coordinators will ensure that physical protections are in place to ensure that non-CLPPP employees are not able to view, access, copy or remove CLPPP data.</p>	<p>Ongoing</p>	<p>CC PHN HE HES HEA REHS SREHS EPI SEPI</p>	<p><i>For all activities under this objective, the contractor will submit</i></p> <ul style="list-style-type: none"> 1. Copies of data security and program confidentiality protocols 2. Records of persons with current or prior access to Program Data <p><input type="checkbox"/> Other (please specify):</p> <p>.</p>
<p>3. The contractor will ensure that data analyses, tabulations and reports are submitted to CLPPB for review and will share such products only upon authorization of CLPPB.</p>		<p>CC EPI SEPI</p>	

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 Attachments I of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted via email not more frequently than quarterly in arrears to:

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

- D. Invoices shall:
 - 1) Be prepared using the newly implemented and required electronic invoice process and template, which will be provided by CDPH Contract Manager.
 - 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. Amounts Payable

The amounts payable under this agreement shall not exceed: \$4,213,323.00

2. Budget Contingency Clause

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

Exhibit B
Budget Detail and Payment Provisions

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 should 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

- A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand dollars (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.
- C. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- D. The Contractor shall adhere to State requirements regarding the process requesting approval to line item shifts.
- E. Line item shifts 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

Exhibit B
Budget Detail and Payment Provisions

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 repayment;
 - 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 thirty (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 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>

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of 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 the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**Exhibit D
Special Terms and Conditions
(Rev 6/16)**

(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
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7. Prior Approval of Training Seminars, Workshops or Conferences	
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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.
- (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,

Exhibit D
Special Terms and Conditions

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

(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

Exhibit D
Special Terms and Conditions

property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

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

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:
 - (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor 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

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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.
- (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.

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- (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.
- (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.

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- 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 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 rduced 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.
- (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

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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 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:

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- (a) It is free to enter into and fully perform this Agreement.
 - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

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

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use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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.

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- 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 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 with any supporting

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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.)

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:

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- (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. 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.

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(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.
- 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.

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

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.

2. 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.

3. 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.

4. 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.

5. 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.

6. **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.”

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 Fresno

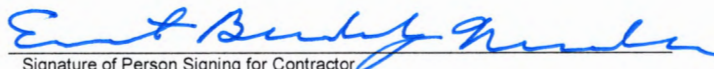
Name of Contractor

Ernest Buddy Mendes

Printed Name of Person Signing for Contractor

20-10520

Contract Number



Signature of Person Signing for Contractor

September 22, 2020

Date

Chairman of the Board of Supervisors of Fresno County

Title

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

Childhood Lead Poisoning Prevention Branch
California Department of Public Health
850 Marina Bay Parkway
Richmond, CA 94804-6403

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Chase Cuyf
Deputy

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

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

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

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

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

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

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this 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 (hereinafter "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
(For Non-HIPAA/HITECH Act Contracts)

- 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
(For Non-HIPAA/HITECH Act Contracts)

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
(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** 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 a 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; and
 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; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

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Information Privacy and Security Requirements
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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- 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 Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@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.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary

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word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

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faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

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

Case closure –Blood lead level criteria for case closure: 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 4.5mcg/dL; and there has been achievement of the other objectives of the case management plan.
- 2) For all children with initial blood lead levels of \geq 4.5 to 14.4mcg/dL not making case definition, to reduce lead exposure. These would include as a minimum monitoring, outreach, and education, and may include other graded responses up to and including public health nursing and environmental investigations as for cases, as resources allow. All children with initial BLLs of \geq 9.5 to 14.4 mcg/dL found on follow-up to have persistent BLLs of \geq 9.5 to 14.4 mcg/dL would become cases and receive all case management services. Or:
- 3) 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

BLL – Blood Lead Level

BPb – Blood Lead

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

Case definition – A case of lead poisoning will be defined as any child who is found with:

- A single blood lead level (BLL) \geq 14.5 mcg/dL (venous), or
- Persistent BLLs \geq 9.5 mcg/dL, taken at least 30 days apart, and with the second test being venous.

CBLS – Childhood Blood Lead Surveillance

CBO – Community Based Organization

CCS – California Children Services

CDC – Centers for Disease Control and Prevention

CDBGP - Community Development Block Grant Program

CHDP – Child Health and Disability Prevention Program

Exhibit H
Glossary of CLPPB Related Acronyms and Terms

CDPH - California Department of Public Health (formerly DHS)

CLIA – Clinical Lab Improvement Act

CLPPB - Childhood Lead Poisoning Prevention Branch

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

CLPPP - Childhood Lead Poisoning Prevention Program (has State level and local components.)

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

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).

DEODC - Division of Environmental Occupational and Disease Control Division

DHCS - Department of Health Care Services (formerly DHS)

DHS - Department of Health Services (See CDPH and DHCS)

EBL – Elevated blood lead level

EHIB – Environmental Health Investigation Branch

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

EPA – Environmental Protection Agency

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

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

Hct / Hgb – Hematocrit / Hemoglobin

HCFA – Health Care Financing Services Administration

HHS – Health and Human Services Agency

HIPAA – Health Insurance Portability and Accountability Act

Exhibit H
Glossary of CLPPB Related Acronyms and Terms

HAAIS – Health Information & Administrative Analysis Section (of CLPPB).

HRSA – Health Resources & Services Administration

HUD - Housing & Urban Development

HWDC – Health and Welfare Data Center

IEHS – Industrial Environmental Health Specialist

Lead Inspector/Assessor – An individual who has received a certificate from the Department of 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)

MCH – Maternal and Child Health

MCLP – Medi-Cal Lead Program.

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:

The budgetary components of the MCLP are:

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

MOU - Memoranda of Understanding

NHANES – National Health and Nutrition 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 – Operational Support Section (administrative services of contracts, budgets and invoice processing within CLPPB).

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

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

Exhibit H
Glossary of CLPPB Related Acronyms and Terms

- 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 the CLPPPs, submitted to the CLPPB, to be used in the evaluation of all aspects of progress at the local program level.
- PRRF** - Progress Report Response Form
- RA** – Research Assistant
- RASSCLE** – Response and Surveillance System for Childhood Lead Exposures
- RD** – Registered Dietician
- Regional Meetings** – Routine meetings of CLPPPs within a given geographical area of the state of California and the CLPPB for the purpose of program development.
- REHS** - Registered Environmental Health Specialist, a professional person, educated and trained as an environmental specialist and who is registered in accordance with Health and Safety Code Division 104, Chapter 4, Article 1, Section 106615 *et seq.*
- RFA - Request for Application** – document and reference to the process by which the local CLPPP will apply for a contract with the CLPPB.
- RPM** – CLPPB Regional Program Manager
- SC** – CLPPB Section Chief
- SOW** - Scope of Work
- TEC** - travel expense claim (form)
- USDA** – U. S. Department of Agriculture
- WIC** – Women, Infants and Children. A special supplemental nutrition and education program for low-income pregnant women, women who are breast feeding, and young children within the state of California.
- WNL** – Within normal limits
- ug** – Microgram, which is one millionth of a gram
- ug/dL** – micrograms per deciliter-used to indicate the amount of lead in blood. (also referenced as mcg/dl)
- 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** 20-10520 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 Fresno

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____


Distribution: Accounting (Original) Program

Contractor Certification Clause

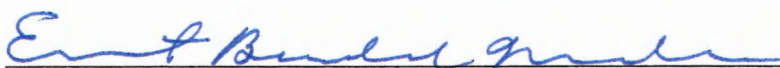
CCC 04/2017

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
County of Fresno	

By (Authorized Signature)

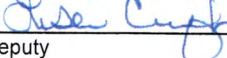


Printed Name and Title of Person Signing

Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

Date Executed	Executed in the County of
<u>September 22, 2020</u>	Fresno

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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. (PCC 10296) (Not applicable to public entities.)

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.

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.

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](#) 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).

DOMESTIC PARTNERS:

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

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.

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.

- a) Current State Employees (PCC 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.
- b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

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)

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.)

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.

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.

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.

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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

California Department of Public Health

Name/No.: Childhood Lead Poisoning Prevention Program (State Agreement No. 20-10520)

Fund/Subclass: 0001/10000
Organization #: 56201607, 56201612
Revenue Account #: 4380