

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213 A (DHS Rev 7/04)

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AGREEMENT NUMBER 03-76033	AMENDMENT NUMBER A01
REGISTRATION NUMBER:	

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

<small>STATE AGENCY'S NAME</small> California Department of Health Services	<small>(Also referred to as CDHS, DHS, or the State)</small>
<small>CONTRACTOR'S NAME</small> San Mateo County	<small>(Also referred to as Contractor)</small>
2. The term of this Agreement is February 1, 2004 through June 30, 2007
3. The maximum amount of this Agreement is: \$ 108,072
One Hundred Eight Thousand Seventy-Two Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. Amendment effective date: 6/29/06
 - II. Purpose of amendment: This amendment implements a one-year term extension to enable completion of the original contracted services. Unforeseen circumstances resulted in performance delays. Additionally, this amendment reflects a budget modification to move funding from Years 1 and 2 to Year 4, adding a fourth year. Due to delays in signing the contract, the contractor was unable to fully utilize the budgeted allocation as originally planned. CDHS is continuing to receive more of the same services as in the original agreement.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
 - IV. Paragraph 2 (term) on the face of the original STD 213 is amended to read: February 1, 2004 through ~~June 30, 2006~~ **June 30, 2007**. All references to the former contract of February 1, 2004 through June 30, 2006 in any exhibit incorporated into this agreement is hereinafter deemed to read February 1, 2004 through June 30, 2007.
 - V. The Scope of Work – Exhibit A, Attachment I, Work Plan, reflects amended deliverable dates for the additional year of performance, FY 06/07.

All other terms and conditions shall remain the same.

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> San Mateo County	
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Jerry Hill, President of the Board of Supervisors	
<small>ADDRESS</small> Attn: Christopher Day 455 County Center, 4 th Floor, Redwood City, CA 94063	
STATE OF CALIFORNIA	
<small>AGENCY NAME</small> California Department of Health Services	
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Terri L. Anderson, Chief, Contracts and Purchasing Services Section	
<small>ADDRESS</small> 1501 Capitol Avenue, Room 71.2101, MS 1403, P.O. Box 997413 Sacramento, CA 95899-7413	
<input type="checkbox"/> Exempt per:	

VI. Budget Attachment Paragraph 4 (Incorporated Exhibits) on the face of the original STD. 213 is amended to add Exhibit B, Attachment 1 A1, Budget (Year 1); Exhibit B, Attachment II A1, Budget (Year 2); and Exhibit B, Attachment IV, Budget (Year 4). All references to Exhibit B, Attachment I, II, and III in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I A1, II A1, III and IV, respectively.

VII. Provision 4 (Amounts Payable) of Exhibit B - Budget Detail and Payment Provisions is amended to read as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) ~~\$36,024~~ **\$0** for the budget period of 02/01/04 through 06/30/04.
- 2) ~~\$36,024~~ **\$28,247** for the budget period of 07/1/04 through 06/30/05.
- 3) ~~\$36,024~~ for the budget period of 07/01/05 through 06/30/06.
- 4) **\$43,801 for the budget period of 07/01/06 through 06/30/07.**

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

VIII. All other terms and conditions shall remain the same.

Exhibit A, Attachment I
Work Plan

Goal: A program to protect children from the risk of exposure to residential and environmental lead hazards shall be implemented throughout California.

Objective 1: In response to 2002 amendments to the Civil Code (1941.1) and the Health and Safety Code (17920.10, 17961, 17980, and 105251-105257) develop and implement a local infrastructure and framework for a successful Lead Hazard Reduction Compliance and Enforcement Program (LHRC&EP) throughout the local jurisdiction.

Note: All references to "days" refer to calendar days.

TASK 1

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>1.A Designate an existing local agency to coordinate the Local Lead Hazard Reduction Compliance and Enforcement Program (LHRC&EP) throughout the jurisdiction, provide leadership, promote interagency coordination among participating agencies within the local jurisdiction. If the local agency coordinating the LHRC&EP is not the local Childhood Lead Poisoning Prevention Program (CLPPP), the applicant will need to assure and demonstrate close, effective coordination with the CLPPP.</p>	<p>At application</p>	<p>REHS IV</p>	<p>San Mateo County Environmental Health Services Division is the local enforcement agency that will serve as the LHRC&EP.</p>

Exhibit A, Attachment I
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>1.B Identify a position and individual working within the LHREA to serve as the LHRC&EP Coordinator for integrated local enforcement and compliance activities. It is preferred that this individual is, or will become, DHS Inspector/Assessor Certified and is either a Registered Environmental Health Specialist or Certified Industrial Hygienist. The individual in this position must understand local enforcement issues and will be responsible for coordinating with local agency lead hazard enforcement leadpersons, ensuring that the contract deliverables are met, and acting as the primary contact person for coordination with DHS.</p>	<p>At application</p>	<p>REHS IV</p>	<p>Christopher Day, Registered Environmental Health Specialist IV, will be the LHRC&EP Coordinator. DHS I/A #11592, Expires 6/17/04. CA REHS #6195, Expires 12/31/03</p>
<p>1.C Develop and implement a plan for effective conducting Task 3.A-3.D throughout the jurisdiction.</p> <p>(1) Identify potential barriers to effective interagency lead hazard reduction and enforcement and compliance and explain how the LHRC&EP will overcome these barriers.</p>	<p>At application</p>	<p>REHS IV</p>	<p>Major barriers to effective interagency lead hazard reduction and compliance:</p> <ol style="list-style-type: none"> 1. Ignorance – Code enforcement officers and building departments may not be aware of the deleterious effects of childhood lead poisoning or the new provisions of the Health and Safety Code enacted pursuant to SB 460. <p>Plan to overcome barrier: Conduct training as outlined in the workplan</p>

Exhibit A, Attachment I
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
			<p>and provide support to local building departments. First training to be conducted in May 2004 will include a knowledge survey. Subsequent training or mailing in both 2005 and 2006 will include follow-up surveys to determine if there has been a decrease in ignorance regarding these issues.</p> <p>2. Lack of resources – Many local jurisdictions are experiencing severe budget cuts and staff reductions that may lower their ability to collaborate and cooperate with the LHRC&EP.</p> <p>Plan to overcome barrier:</p> <p>Contact appropriate individuals in each agency in the first phase of the LHRC&EP in March 2004 as per workplan. Emphasize that we are implementing a new program to address lead hazards in the community and that we will follow up on any issues that they refer to us. In this initial contact, it will be important to not ask for anything from the partner agency but rather to offer our service and invite them to participate in “free” training in May 2004. By Autumn 2004, create forms and/or referral procedures for partner agencies that will work with their organizational structure. During the entire</p>

Exhibit A, Attachment I
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>(2) Describe and implement organizational structure for overcoming barriers Task 1.C(1) and conducting Task 3.A-3.D throughout the local jurisdiction. As appropriate, identify participating city and county enforcement agency partners (i.e., city and/or county building departments, housing departments, environmental health agencies, health departments, childhood lead poisoning prevention programs, district and city attorneys, and others). Describe compliance and the enforcement roles, responsibilities and activities for each cooperating agency.</p>	<p>Within 60 days of contract start date</p> <p>Within 120 days of contract start date</p>	<p>REHS IV</p>	<p>term of the contract, it will be important for the LHRC&EP to provide a high level of service to the local partner agencies in order to overcome this barrier. Progress in this endeavor will be marked by the actual number of referrals and collaborations that occur during the term of the contract.</p> <p>Provide list of local enforcement agencies; submit plan for obtaining interagency cooperation, as appropriate, and implementing local enforcement activities.</p> <p>Provide letters of commitment from each partnering agency. Describe roles and responsibilities of each agency and provide the name of an individual in each agency who will serve as the agency's liaison for lead hazard compliance and enforcement activities.</p> <p>Where cooperation has not been achieved, explain the circumstances, identify strategies (and timeline) for overcoming barriers, and how describe enforcement within the non-participating local jurisdiction will be accomplished.</p> <p>If these timelines are not possible in your jurisdiction, explain the barriers and propose appropriate timelines for each deliverable.</p>

Exhibit A, Attachment I
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
(3) Develop and implement a written enforcement response policy (ERP), including all elements listed in Exhibit A, Attachment II.	Within 240 days of contract start date	REHS IV	Submit written Enforcement Response Policy to DHS.

Objective 2: Develop and implement a plan to identify training needs and provide training to members of participating local compliance enforcement agency partnership, as described in Task 1.C, and to the public.

Note: All references to "days" refer to calendar days.

TASK 2

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
2.A Identify and train all personnel in local enforcement agencies who will need to become DHS Inspector/Assessor so that they may begin identifying lead hazards and conduct lead-hazard reduction enforcement-related activities in response to elevated blood lead levels and children at risk.	Within 30 days of contract start date Within 60 days of contract start date	REHS IV	Obtain Inspector/Assessor training (if necessary) for the LHRC&EP Coordinator. Obtain Inspector/Assessor certification (if necessary) for the LHRC&EP Coordinator. Submit reports to the Department as described in Task 4.
(1) Train and certify LHRC&EP Coordinator, as appropriate.			
(2) Develop and implement training and certification plan for Inspector/Assessors and for Sampling Technicians (as this discipline becomes available). Identify key	Within 60 days of contract start date	REHS III HMS IV	Provide plan for training and certification, as appropriate, among partnering agencies and the public to include, at a minimum, proposed dates for Inspector/Assessor training and certification of key individuals that will be conducting

Exhibit A, Attachment I
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>individuals and agencies and the kinds of training appropriate to roles and responsibilities. Provide benchmarks and target completion dates.</p>	<p>Within 90 days of contract start date</p>		<p>enforcement activities in response to unsafe work practice complaints or housing complaints regarding existing lead hazards (Sections 1.5-3, 8, and 9 of SB 460) and to Task 3.A-3.D, below. The Department expects Sampling Technician training and certification to become available by FY 2004-2005. A plan for training and certification of Sampling Technicians should be included for FY 2004-2005 and beyond.</p> <p>Using DHS-Accredited Lead-Related Construction (LRC) Training Providers, provide Inspector/Assessor training as described in training plan. Individuals receiving Inspector/Assessor training must be qualified to obtain DHS Inspector/Assessor Certification. The Branch anticipates that there will be no education and experience requirements for Sampling Technicians.</p> <p>Submit reports to the Department as described in Task 4.</p>
<p>(3) Support DHS Inspector/Assessor Certification: Following the timelines, support certification of individuals who are trained under Task 2.A(2), by providing funding for DHS Inspector/Assessor Certification examination and initial certification application fees, and renewal.</p>	<p>Within 90 days of contract start date</p>	<p>REHS IV</p>	<p>Following plans provided under Task 2.A(2), above, achieve certification for ILHREA Coordinator (if appropriate) and key staff in each participating agency.</p> <p>Submit reports to the Department as described in Task 4.</p>

Exhibit A, Attachment I
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>(4) Expand the number of individuals who are DHS-Inspector/Assessor trained and certified as needed. In coordination with participating compliance enforcement agencies, identify, train, and obtain certification of additional individuals within each participating agency who will be conducting compliance and enforcement activities.</p>	<p>Ongoing and complete by 06/30/07</p>	<p>REHS III</p>	<p>Throughout the term of the contract, assess training and certification needs and provide resources as appropriate.</p> <p>Submit reports to the Department as described in Task 4.</p>
<p>2.B Develop and implement a lead hazard enforcement and visual assessment training program for supporting agencies and functions, to include interagency referral and reporting procedures. Provide benchmarks and target completion dates.</p>	<p>Within 60 days of contract start date</p> <p>Within 120 days of contract start date</p>	<p>REHS IV</p> <p>HMS IV</p>	<p>Identify key individuals and agencies and the kinds of training appropriate to roles and responsibilities.</p> <p>Begin training and supporting personnel.</p> <p>Report on activities as described in Task 4.</p>
<p>2.C To assure the public is aware of lead hazards and local agency response capabilities, conduct outreach and awareness training to the public. Provide benchmarks and target completion dates.</p>	<p>Within 240 days of contract start date</p> <p>Ongoing and complete by 06/30/07</p>	<p>PHE</p> <p>CPS II</p> <p>REHS IV</p>	<p>Identify targets and provide a plan for designing and conducting outreach and training to the public.</p> <p>Conduct outreach and training.</p> <p>Submit reports to the Department as described in Task 4.</p>

Exhibit A, Attachment I
Work Plan

Objective 3: Conduct lead hazard reduction compliance and enforcement activities.

Note: All references to "days" refer to calendar days.

TASK 3

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>3.A Assure that sources of exposure to lead in paint, soil, and dust are removed from the environments of children with elevated blood lead levels who meet the Department's criteria for public health case management, whenever voluntary compliance is not achieved.</p>	<p>At application</p> <p>Ongoing and complete by 06/30/07</p>	<p>REHS IV</p>	<p>Estimate of the number of cases under EBL public health case management that will require extended enforcement actions:</p> <p>1 – FY 2003 2 – FY 2004 2 – FY 2005</p> <p>Proportion of enforcement actions to be conducted for these cases:</p> <p>4% - FY 2003 5% - FY 2004 5% - FY 2005</p> <p>In close cooperation with the CLPPP: Using ERP procedures developed under Objective 1 (above), achieve elimination of lead hazards from the environments of lead poisoned children. Submit reports to the Department as described in Task 4.</p>
<p>3.B As resources allow, assure that sources of exposure to lead in paint, soil, and dust are removed from the environments</p>	<p>At application</p>	<p>REHS IV HMS IV</p>	<p>Provide an estimate of the numbers of instances, and the proportion of all Task 3 enforcement actions, that will be conducted under Task 3.B.</p>

Exhibit A, Attachment I
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>of children with elevated blood lead levels who do not meet the Department's criteria for public health nursing case management.</p>	<p>Ongoing <u>and complete by 06/30/07</u></p>	<p>REHS III</p>	<p>In close cooperation with the CLPPP, investigate sources of lead exposure for children who do not meet the criteria for public health nursing case management.</p> <p>Submit reports to the Department as described in Task 4.</p>
<p>3.C Maintain or implement a program to reduce the opportunity for re-exposure to environmental lead hazards where children have been lead poisoned by investigating tips and complaints about environmental lead hazards where children have been exposed in the past, including unsafe work practices, and responding as necessary with appropriate enforcement actions.</p>	<p>At application</p>	<p>REHS IV</p>	<p>Estimate of the number of instances to assure that sources of exposure are removed from the environments of EBL children who do not meet the Department criteria for public health nursing case management: 18 – FY 2003 29 – FY 2004 36 – FY 2005 (Based on EBL cases with blood levels less than 15 ug/dL but above 10 ug/dL reported by PHN.)</p> <p>Proportion of enforcement action to be conducted for these cases: 75% - FY 2003 78% - FY 2004 85% - FY 2005</p> <p>Estimate of the number of tips and complaints where children have been exposed to lead in the</p>

Exhibit A, Attachment I
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
			<p>past: 2 – FY 2003 2 – FY 2004 2 – FY 2005</p> <p>Proportion of enforcement action to be conducted for these cases: 5% per year</p> <p>Using ERP procedures developed under Objective 1, investigate, resolve, and document tips and complaints.</p>
<p>3.D To protect lead poisoned children from additional exposure to environmental lead hazards and to verify the proper lead abatement procedures, use CLPPB-supplied procedures and forms (Exhibit A, Attachments III and IV) for verification that abatement workers are conducting activities as required by California Code of Regulations Title 17 Section 36000 and by Health and Safety Code Section 105251 to 105255, inclusive.</p>	<p>Ongoing, <u>and complete by 06/30/07</u></p> <p>Ongoing, <u>and complete by 06/30/07</u></p>	<p>REHS IV HMS IV</p>	<p>During FY 2004-2005, and 2005-2006, and 2006-2007, as requested by the Department, and using procedures and reporting templates provided by the Department, conduct onsite visits at lead abatement jobs where a child has been lead poisoned and provide reports to the Department. Complete and submit site visit reports within 48 hours of completion of site visit.</p>

Exhibit A, Attachment I
Work Plan

Objective 4: Provide semi-annual and annual progress reports to the Department.

Note: All references to "days" refer to calendar days.

TASK 4

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
Provide semi-annual and annual progress to the Department.	January 31	REHS IV AA II	Provide a semi-annual progress report on Tasks 1-3 covering activities in contract periods July 1 to December 31 of each contract period.
	July 31		Provide an annual progress report on Tasks 1-3 covering activities in contract periods July 1 to June 30 of each contract period.

Exhibit B, Attachment I A1
Budget
(Year 1)
(02/01/04 through 06/30/04)

Line Item	Original Budget	This Amendment	Amended Total
Personnel	\$ 23,315	\$ (23,315)	\$ 0
Fringe Benefits	\$ 7,460	\$ (7,460)	\$ 0
Operating Expenses	\$ 3,249	\$ (3,249)	\$ 0
Equipment	\$ 0	\$ 0	\$ 0
Travel	\$ 500	\$ (500)	\$ 0
Subcontracts	\$ 0	\$ 0	\$ 0
Other Costs	\$ 1,500	\$ (1,500)	\$ 0
Indirect Costs (0.00% of Personnel and Fringe)	\$ 0	\$ 0	\$ 0
Totals	\$ 36,024	\$ (36,024)	\$ 0

Exhibit B, Attachment II A1
Budget
(Year 2)
(07/01/04 through 06/30/05)

Line Item	Original Budget	This Amendment	Amended Total
Personnel	\$ 24,564	\$ (5,281)	\$ 19,283
Fringe Benefits	\$ 7,860	\$ (1,689)	\$ 6,171
Operating Expenses	\$ 1,600	\$ (547)	\$ 1,053
Equipment	\$ 0	\$ 0	\$ 0
Travel	\$ 500	\$ 0	\$ 500
Subcontracts	\$ 0	\$ 0	\$ 0
Other Costs	\$ 1,500	\$ (260)	\$ 1,240
Indirect Costs (0.00% of Personnel and Fringe)	\$ 0	\$ 0	\$ 0
Totals	\$ 36,024	\$ (7,777)	\$ 28,247

Exhibit B, Attachment IV
Budget
(Year 4)
(07/01/06 through 06/30/07)

Line Item	Total
Personnel	\$ 28,596
Fringe Benefits	\$ 9,149
Operating Expenses	\$ 3,796
Equipment	\$ 0
Travel	\$ 500
Subcontracts	\$ 0
Other Costs	\$ 1,760
Indirect Costs (0.00% of Personnel and Fringe)	\$ 0
Totals	\$ 43,801