

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA # \*B-7

Urgent \_\_\_\_\_ Routine \_\_\_\_\_

AGENDA DATE April 10, 2001

CEO Concurs with Recommendation YES mt NO \_\_\_\_\_  
(Information Attached)

4/5 Vote Required YES \_\_\_\_\_ NO ✓

SUBJECT:

APPROVAL OF THE STATE DEPARTMENT OF HEALTH SERVICES CONTRACT NO. 00-90463 FOR THE CHILDHOOD LEAD POISONING PREVENTION AND MEDICAL AND LEAD PROGRAM ALLOCATION

STAFF  
RECOMMEN-  
DATIONS:

1. APPROVE THE STATE DEPARTMENT OF HEALTH SERVICES CONTRACT #00-90463 FOR THE CHILDHOOD LEAD POISONING PREVENTION AND MEDICAL AND LEAD PROGRAM ALLOCATION.
2. AUTHORIZE HEALTH SERVICES AGENCY MANAGING DIRECTOR OR HER DESIGNEE TO SIGN AND EXECUTE THE CONTRACT.

FISCAL  
IMPACT:

The period of the contract is from July 1, 2000 through June 30, 2002. The amount of the contract will not exceed \$173,269 for each year. The contract was budgeted in Fiscal Year 2000/2001.

BOARD ACTION AS FOLLOWS:

No. 2001-248

On motion of Supervisor Blom, Seconded by Supervisor Caruso

and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

Motion:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy Christine Ferraro

File No.

APPROVAL OF THE STATE DEPARTMENT OF HEALTH SERVICES CONTRACT NO. 00-90463 FOR THE CHILDHOOD LEAD POISONING PREVENTION AND MEDICAL AND LEAD PROGRAM ALLOCATION  
PAGE: 2

**DISCUSSION:** Legislation directs that children identified with elevated lead levels in their blood receive medical care and appropriate follow-up through case management. Health Services Agency Childhood Lead Poisoning Prevention Program (CLPPP) provides case management for all identified lead poisoned children. As an integral part of the case management, an environmental investigation is conducted in conjunction with the Department of Environmental Resources. Health Services Agency CLPPP also coordinates with the child's health care provider by providing follow-up and education to reduce the child's exposure to lead hazards. High-risk communities defined by age of housing, ethnicity, and poverty level are targeted for outreach based on a plan submitted to the State Department of Health Services.

**POLICY ISSUES:** Board of Supervisors' approval will enable the Health Services Agency to case manage children with elevated blood lead levels.

**STAFFING IMPACTS:** There are no staffing impacts associated with this item.

CONTRACT NUMBER <b>00-90463</b>	AM. NO.
TAXPAYER'S FEDERAL ID. NUMBER	

THIS AGREEMENT, made and entered into this 1st day of July, 2000 in the  
State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>Chief, Program Support Branch</b>	AGENCY <b>Department of Health Services</b>
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, hereafter called the State, and  
CONTRACTOR'S NAME  
**Stanislaus County**, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*


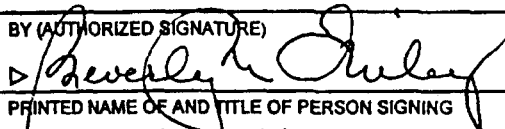
This agreement is entered into pursuant to the provisions of the Childhood Lead Poisoning Prevention Act of 1991.

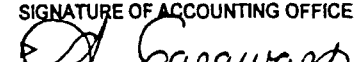
- I. The term of this Agreement shall be from July 1, 2000 through June 30, 2002, subject to Paragraphs II and III.

CONTINUED ON 8 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY <b>Department of Health Services</b>		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) <b>Stanislaus County</b>	
BY (AUTHORIZED SIGNATURE)  For		BY (AUTHORIZED SIGNATURE) 	
PRINTED NAME OF PERSON SIGNING <b>Edward Stahlberg Nadine Fujita Roh, Chief CMU Production</b>		PRINTED NAME OF AND TITLE OF PERSON SIGNING <b>Bev Finley, Managing Director HSA</b>	
TITLE <b>Chief, Program Support Branch</b>		ADDRESS <b>C/O Linda Burk, P.H.N., CLPP Coordinator 820 Scenic Drive, Modesto, CA 95350</b>	

AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$ 173,269</b>	PROGRAM / CATEGORY (CODE AND TITLE) <b>Local Assistance</b>		FUND TITLE <b>CLPP</b>	
	(OPTIONAL USE)			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <b>\$ 00</b>	ITEM <b>4260-111-0001</b>	CHAPTER <b>52</b>	STATUTE <b>2000</b>	FISCAL YEAR <b>2000/2001</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$ 173,269</b>	OBJECT OF EXPENDITURE (CODE AND TITLE) <b>See Attached</b>			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 			DATE <b>5/2/01</b>	

Department of General Services Use Only

<b>APPROVED</b>	
<b>JUN 14 2001</b>	
DEPT. OF GENERAL SERVICE	

CONTRACTOR  STATE AGENCY  DEPT. OF GEN. SER.  CONTROLLER



## STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

1. The 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, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained 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. The cost to the state shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is the essence of this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. 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 and per diem, unless otherwise expressly so provided.

### Fiscal Year 2000-2001 Accounting Supplement

<b>Contractor's Name:</b>	Stanislaus County	<b>Contract Number:</b>	00-90463
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Program/Category: CLPP  
 Fund Title: Local Assistance  
 Item: 4260-111-001  
 Chapter: 52  
 Statute: 2000  
 Fiscal Year: 2000/2001

Object of Expenditure: 4539-702-03	Amt Encumbered by This Document	Prior Amt Encumbered For This Contract	Total Amount Encumbered to Date
<b>PCA:</b>			
<b>51491</b>	\$ 35,289.00	\$ -	\$ 35,289.00
<b>51492</b>	\$ 9,357.00	\$ -	\$ 9,357.00
<b>51494</b>	\$ 82,613.00	\$ -	\$ 82,613.00
<b>51493</b>	\$ 46,010.00	\$ -	\$ 46,010.00
<b>TOTAL</b>	<b>\$ 173,269.00</b>	<b>\$ -</b>	<b>\$ 173,269.00</b>

**II. Maximum Amount Payable**

Subject to the provisions of paragraph III, **Limitation of State Liability**, and paragraph IV, **Funding Reduction in Subsequent Fiscal Years**, the maximum amount payable shall not exceed the following amounts:

- A. The maximum amount payable for the 2000-2001 Fiscal Year ending June 30, 2001 shall not exceed \$173,269.00.
- B. The maximum amount payable for the 2001-2002 Fiscal Year ending June 30, 2002 shall not exceed \$173,269.00, subject to the availability of funds.
- C. The maximum amount payable under this contract shall not exceed \$346,538.00.

**III. Limitation of State Liability**

Payment for performance by the Contractor may be dependent upon the availability of future appropriations by the Legislature for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this agreement until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

**IV. Funding Reduction in Subsequent Fiscal Years**

If funding for any fiscal year after is reduced or deleted by the legislature, for purposes of this Program, the State shall have the option to either:

- A. Cause this agreement to be cancelled pursuant to paragraph XX, **Cancellation**.
- B. Offer a contract amendment to the Contractor to reflect the reduced funding for this agreement.

**V. Exhibits**

- A. The following exhibits are attached, incorporated herein, and made a part hereof by this reference:
  - 1. Exhibit A, entitled "Scope of Work", consisting of five (5) pages.
  - 2. Exhibit A (F), entitled "Additional Provisions", consisting of twenty-nine (29) pages.
  - 3. Exhibit A-1, entitled "Current Contract Year Equipment Purchased With State Funds", consisting of one (1) page.
  - 4. Exhibit A-2, entitled "Annual Inventory of State-Furnished Equipment", consisting of one (1) page.

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5. Approved budget detail as submitted by the Contractor in the Request for Funding Application (RFA) are not attached, but are incorporated herein and made a part hereof by this reference.
    - a. Exhibit B, entitled "Budget" (Fiscal Year 2000-2001), consisting of one (1) page.
    - b. Exhibit BB, entitled "Budget" (Fiscal Year 2001-2002), consisting of one (1) page.
  6. Exhibit C, entitled "Quarterly Invoice", a sample consisting of two (2) pages. In addition, a formatted computer diskette that has invoicing instructions and formatted invoice forms, and any subsequent updates is not attached, but is incorporated herein and made a part hereof by this reference. DHS shall provide the Contractor with a copy of the diskette and any periodic updates thereto, under separate cover.
  7. Exhibit D, entitled "Data Storage Requirements", consisting of one (1) page.
  8. Exhibit E, entitled "Childhood Lead Poisoning Prevention Branch Medi-Cal Lead Program Allowable Services and Activities", consisting of four (4) pages.
  9. Exhibit EE, entitled "Childhood Lead Poisoning Prevention Branch Medi-Cal Lead Program Time Study Function Code Descriptions and Examples", consisting of twenty (20) pages.
  10. Exhibit F, entitled "Lead Poisoning Follow-up Form", consisting of fourteen (14) pages.
  11. Exhibit G, entitled "Outreach and Education Work Plan", consisting of six (6) pages.
  12. Exhibit H, entitled "CLPPP Progress Report", consisting of seven (7) pages.
  13. Exhibit I, entitled "Contract Uniformity", consisting of two (2) pages.
  14. Exhibit J, entitled "Travel Reimbursement Information", consisting of two (2) pages.
  15. Exhibit K, entitled "Contractor's Release", consisting of one (1) page.
  18. Exhibit L, entitled "Definition of Terms, Acronyms and Listing of Citations", consisting of three (3) pages.
- B. CLPPB Program Letters and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These exhibits may be updated periodically by DHS, as required by program directives. DHS shall provide the Contractor with copies of said exhibits and any periodic updates thereto, under separate cover. DHS will maintain on file, all exhibits referenced herein and any subsequent updates.

**VI. Primary Parties**

- A. The primary parties of this contract shall be Stanislaus County and the California State Department of Health Services.
- B. For purposes of this agreement, Linda Burk, P.H.N., shall be designated the Childhood Lead Poisoning Prevention Program Coordinator and Contract Manager for the Contractor.

- C. For purposes of this agreement, Diane Spalsbury shall be designated Childhood Lead Poisoning Prevention Branch Contract Manager. Either Contract Manager may be changed by written notice to the other party without a contract amendment.

**VII. Allowable Informal Scope of Work (SOW) Changes**

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

**VIII. Payment Provisions and Recovery of Funds**

- A. In consideration of the services described in Exhibit A, "Scope of Work", performed in a manner acceptable to the State, the State shall make quarterly payments in arrears of the funds specified in paragraph II, Maximum Amount Payable, to the Contractor, upon receipt and processing of an invoice as described in paragraph XII, **Invoicing**. Invoices shall be submitted in a form and format prescribed by the State, and shall be submitted to the address specified in paragraph XII, **Invoicing**.
- B. The State shall recover any funds provided from the Childhood Lead Poisoning Prevention Fund, which are not expended in accordance with this Agreement. Recovery of funds will be accomplished through reduction of the final payment to the Contractor from the Childhood Lead Poisoning Prevention Fund under this agreement. The recovery shall be limited to the amount not expended in accordance with this agreement.

**IX. Fiscal Assurances**

- A. The Contractor agrees that appropriate case management services will be provided in accordance with the provisions of Exhibit A, "Scope of Work".



- B. The Contractor agrees that State funds provided from the Childhood Lead Poisoning Prevention Fund, under this Agreement, will be used for no other purpose than financing the services described in Exhibit A, "Scope of Work".

**X. Fiscal Control**

- A. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property that would enhance the value of such property to the benefit of the owner.
- B. Reasonable direct, indirect, and employee fringe benefits may be expended under this contract.
- C. Any rental costs described in the report of actual expenditures referenced in paragraph XVI, **Reports**, must specify the unit rate, such as the rate per square foot.
- D. The budget detail shown for all subcontractors, if any, in Exhibit B and BB is displayed for information purposes only. Changes to a subcontractor's identification or budget will not cause or result in a formal amendment to the Contract provided the criteria in paragraph XI, **Allowable Budget Line Item Shifts**, are met.

**XI. Allowable Line Item Shifts**

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual contract total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual contract total does not increase or decrease.
- B. Line item shifts meeting these criteria shall not require a formal contract amendment.
- C. Contractor shall adhere to State requirements regarding the process to request approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.
- E. Contractor shall submit Exhibit D, "Line Item Transfer Request", informing the State Contract Manager of the proposed budget change(s). The request will contain:
  - 1. An explanation that will justify the need for the proposed change.
  - 2. Identification of the numbered line item(s) in Exhibits B or BB and the amount of each to be reduced or increased in order to provide for the proposed change.
  - 3. Notice of the accounting period in which the change is to take place.

## XII. Invoicing

- A. Invoices shall be submitted in arrears, quarterly, for the actual expenses incurred for the performance of this contract. Invoices shall be submitted within 60 days of the end of each quarter and the final invoice within 90 days of the fiscal year end.
- B. Invoices shall be submitted as hard copy of the forms provided on the formatted diskette as described in V, paragraph 7, Exhibit C, "**Quarterly Invoice**". All elements of the quarterly invoice shall be completed including the Year to Date Balance section, and specified signatures and dates. Requests for current and updated diskettes should be addressed to the State Contract Manager.
- C. Invoices submitted for expenses incurred during the second quarter of each semi-annual progress report period will be processed for payment upon receipt and approval of the progress report as described in Exhibit A, "Scope of Work".
- D. Invoices submitted for expenses incurred in the same accounting period for equipment and minor equipment require a completed Exhibit A-1, "Current Contract Year Equipment Purchased With State Funds", to be attached.
- E. Invoices shall be mailed to the attention of the Contract Manager, Childhood Lead Poisoning Prevention Branch, California State Department of Health Services, 1515 Clay Street, Suite 1801, Oakland, CA 94612.

## XIII. Timely Submission of Final Invoices

- A. A final undisputed invoice shall be submitted for payment as soon as practical, following the contract expiration date and, in no case, later than ninety (90) calendar days following the expiration or termination date of this contract, unless a later or alternate deadline is negotiated and agreed upon in writing by the State. Said invoice should be clearly marked "Final Invoice", to indicate that all payment obligations of the State under this contract have ceased and that no further payments are due or outstanding.
- B. The State, at its discretion, may elect not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval to extend the final invoice submission deadline shall be sought prior to the expiration or termination of this contract.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, Exhibit K, "Contractor's Release", acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this contract.

#### XIV. Authority to Make Adjustments to Additional Budget Detail

The contractor is granted delegated authority to make adjustments to the additional budget detail supporting the line item budgets, referenced in paragraph V, **Exhibits**, provided such adjustments do not result in an increase or decrease to any line item total appearing in the contract budget. Such adjustments may be made without formal contract amendment provided the following conditions are observed:

- A. The Contractor shall adhere to the State requirements regarding approval and timely submission of additional budget detail for the line items appearing in the contract budget.
- B. The Contractor shall notify the State of adjustments made to the additional budget detail within thirty (30) calendar days of the effective date of such adjustments. Failure to provide the State with timely notification may result in disapproval of expenditures and/or audit exceptions and withdrawal of delegated authority to make such changes.
- C. If the Contractor initiates an adjustment to additional budget detail increasing or decreasing any line item total, the Contractor must obtain prior State review and written approval before making such adjustments under the terms of paragraph XI, Allowable Line Item Shifts.

#### XV. Audits

- A. The State may audit the records of the Contractor and subcontracts let under this agreement pursuant to the provisions of Exhibit A (F), "Additional Provisions".
- B. In the event that the Contractor requests an appeal of all or a portion of any audit finding concerning the program governed under this Agreement, the Department will conduct an informal hearing.

#### XVI. Reports

- A. The Contractor agrees to submit the following reports:
  - 1. A detailed report of actual expenditures, revenues and net costs, by quarter, for services provided in accordance with this agreement. When appropriate attach a copy of Exhibit A-1 "Current Contract Year Equipment Purchased With State Funds". This report shall be submitted with the quarterly invoice within the time limits as stated in paragraph XII, **invoicing**, and shall be mailed to the attention of the Contract Manager, Childhood Lead Poisoning Prevention Branch, California Department of Health Services, 1515 Clay Street, Suite 1801, Oakland, CA 94612. If the report does not accompany the invoice, the invoice will not be processed by the State for payment, until the report is received.

**STANISLAUS COUNTY**  
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2. A biennial CLPPP Progress Report of personnel time spent on each element of this agreement. This report shall be submitted twice a year, one with the second quarter invoice and the second with the final invoice of each fiscal year with time limits as stated in paragraph XII, **Invoicing**. The Progress Report shall be in the format shown on Exhibit H, "Progress Report", and shall include all of the information shown on that exhibit. This report shall be mailed to Childhood Lead Poisoning Prevention Branch, California Department of Health Services, Attn: Valarie Harris, 1515 Clay Street, Suite 1801, Oakland, CA 94612. If the report does not accompany the second quarter and final yearly invoice respectively, the invoice(s) will not be processed by the State for payment, until the report is received.
3. Exhibit F, "Lead Poisoning Follow-up Form", as described in Exhibit A, "Scope of Work". The completed form shall be mailed to the Case Management Section, Childhood Lead Poisoning Prevention Branch, California Department of Health Services, 1515 Clay Street, Suite 1801, Oakland, CA 94612.

B. An extension of time for the submission of reports must be granted in writing by the State. The State shall withhold, in part or in whole, payment of any funds specified in the Agreement until the reports are received.

## **XVII. Equipment**

- A. All equipment purchased from funds reimbursed or furnished by the State under terms of this Agreement shall be in accordance with the provisions of Exhibit A (F), "Additional Provisions".
- B. Exhibit A-1, "Equipment Purchased With State Funds", and copies of the vendor invoice shall be completed and submitted, as an attachment to the quarterly invoice to the State, for any purchases made in the same accounting period.
- C. The State shall withhold payment of equipment and minor equipment line items on the quarterly invoice if the Exhibit A-1, "Equipment Purchased With State Funds", and attachments are not included. Any funds withheld from the Contractor pursuant to this paragraph shall be released at such time as the completed forms are received by the State.
- D. The Contractor shall maintain Exhibit A-2, "Inventory of State Furnished Property", as inventory of equipment furnished or purchased from State funds under the terms of this contract and previous contracts for similar services with the Childhood Lead Poisoning Prevention Branch. Exhibit A-2 shall be included with the "Final Invoice" at the end of each State fiscal year.

## **XVIII. 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 contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**XIX. Priority of Provisions**

Where inconsistencies may exist between the numbered sections of this contract and the attachments hereto, such inconsistencies shall be resolved by giving precedence in the following order: Standard Contract, Exhibits A (F), A-1, A-2, B, BB, C, D, E, and EE.

**XX. Cancellation**

Either party upon thirty- (30) days written notice to the other party may cancel this contract.

**XXI. Year 2000 Compliance Requirements**

The bidder and/or Contractor represents and warrants fault-free performance in processing of date and date related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and firmware products delivered and used under this contract, individually, and in combination, upon installation. Fault-free includes the manipulation of this data with dates prior to, through and beyond January 1, 2000, and shall be transparent to the user.

**XXII. Child Support Compliance Act Acknowledgement**

Effective January 1, 1999, by signing this contract that exceeds \$100,000, the Contractor acknowledges that:

- A. The Contractor recognized 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 earning 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 providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- C. Questions about the New Employee Registry and reporting requirements are to be directed to the California Employment Development Department.

Exhibit A  
**SCOPE OF WORK**

**I. Coordination of Services**

- A. Contractor shall designate a local Childhood Lead Poisoning Prevention Program (CLPPP) Coordinator to coordinate all CLPPP services and activities within the local health jurisdiction, to act as the primary contact with the California Department of Health Services Childhood Lead Poisoning Prevention Branch (CLPPB), and to ensure adherence with the Scope of Work.
- B. The CLPPP Coordinator shall convene and conduct CLPPP Team quarterly meetings, in accordance with Exhibit G, entitled "Outreach and Education Work Plan".
- C. The CLPPP Coordinator shall attend at least two regional meetings and training sessions designated by the CLPPB, including Medi-Cal Lead Program (MCLP) training.
- D. The Contractor shall implement the Statewide Childhood Lead Targeted Screening Policy in the local jurisdiction in compliance with CLPPB Program Letter 99-07.
- E. If implementing a Local Fingerstick Sampling Program, the CLPPP Coordinator shall comply with the requirements as outlined in the CLPPB Guidance Manual for Fingerstick Sampling in accordance with CLPPB Program Letter 97-18.
- F. If the local CLPPP is utilizing a portable handheld device to determine blood lead levels and the device is purchased with CLPPB funds, the CLPPP Coordinator shall assure program compliance with CLPPB requirements to report all blood lead levels.
- G. If implementing the Medi-Cal Lead Program (MCLP), the Contractor shall comply with CLPPB requirements and MCLP rules, regulations, and guidelines. See Exhibits E and EE.
- H. The Contractor may provide outreach activities and services, as resources allow, for individuals with elevated blood lead levels who do not meet case definition.

Exhibit A  
**SCOPE OF WORK**

**II. Case Management Services**

- A. The Contractor shall provide case management services in accordance with CLPPB policies, protocols and procedures as defined in Health and Safety Codes 105280, 124160, and 1367.35, for all identified children who meet CLPPB case definition.
- B. The case manager shall be a Public Health Nurse (PHN) certified by the State of California, in accordance with California Business and Professions Code section 2816 *et seq.*, and shall:
1. Coordinate case management activities, including leading the case management team; initiate meetings between individual or programs providing services to a lead poisoned child and disseminating case information; consult with other care providers, such as, social services, Women, Infants and Children Supplemental Food (WIC), Child Health and Disability Prevention (CHDP), California Children Services (CCS), Healthy Start and Healthy Families Programs; and develop and update as needed the individual nursing care plan, as referenced in the State Plan Amendment 96-014.
  2. Contact the health care provider on record to: (1) confirm the blood lead level, (2) provide consultation to the physician providing blood lead testing, medical management and treatment guidelines, (3) provide information on the overall case management of lead poisoned children, and (4) document the "medical necessity" of environmental investigations.
  3. Conduct a home visit as part of case management services for all children who meet the CLPPB case definition. For the purposes of this contract, a home visit is defined as an environmental inspection (including visual assessment and sampling of suspicious sources) as well as an interview with the family of the lead poisoned case, to gather basic information about the child's habits and environment in order to identify the source(s) of lead contributing to the elevated blood lead level.
  4. Provide PHN lead poisoning case management services, including: (1) assessment of the child's health services needs, (2) setting objectives related to needs, (3) individual service planning, (4) service scheduling, (5) community referrals, and (6) quarterly evaluation of service effectiveness.
  5. Maintain a patient file that includes, at a minimum, the CLPPB case notification, blood lead test laboratory results, an individual nursing service plan, nursing notes, and the completed Lead Poisoning Follow Up Form (Exhibit F) documenting follow-up activities performed by the PHN and the Registered Environmental Health Specialist (REHS) as part of case management services.

Exhibit A  
**SCOPE OF WORK**

6. Assure that the completed Lead Poisoning Follow Up Form includes both PHN and REHS components and is submitted to the CLPPB a minimum of two times: (1) within two months after the initial home visit and the environmental investigation, and (2) at the time of case closure per instructions in CLPPB Program Letter 96-3.
  7. Attend in-service and/or training for lead poisoning case management services as required by CLPPB.
  8. Attend CLPPB Fingerstick Initiative training when offered in the local health jurisdiction.
- C. Medical nutrition assessment and medical therapy services will be provided by a Registered Dietician when available and as resources allow in accordance with CLPPB Program Letter 97-07.
- D. Environmental investigation services, conducted by a REHS registered in accordance with the California Health and Safety Code section 106600 *et seq.*, shall be provided as part of case management services for all children who meet the case definition.
1. The cost of training, examination, certification, and continuing education for certification as a Lead Inspector/Assessor in accordance with Title 17 of the California Code of Regulations section 35001 *et seq.* may be paid for a REHS, who performs environmental investigation services pursuant to the terms of this Agreement, under the CLPPP Primary Contract component in Exhibits B and BB, entitled "Budget".
  2. Environmental investigations may be provided under the terms of the CLPPP Primary Contract component in Exhibit B and BB, entitled "Budget", and shall include costs for follow-up visits and enforcement, when necessary, to ensure that identified exposures have been reduced or eliminated.
  3. When an X-ray fluorescence (XRF) instrument is used in an environmental investigation, the Contractor's REHS shall adhere to CLPPB and MCLP policies, procedures, and protocols regarding usage of the XRF instrument for testing lead in paint, dust and soil as well as requirements for Medi-Cal Early and Periodic Screening, Diagnosis Treatment—Supplemental Services (EPSDT-SS) reimbursement as specified in Title 22 of the California Code of Regulations sections 51242, 51340.1, and 51532.2, and CLPPB Program Letters 99-10 and 2000-01.
  4. The Contractor's REHS shall attend at least one CLPPB sponsored regional training session regarding enforcement of California's lead hazard identification and lead hazard reduction regulations.



Exhibit A  
**SCOPE OF WORK**

5. By December 20, 2000, the Contractor shall provide CLPPB with a list of local officials who enforce housing and building standards. This list shall include, at a minimum, the name, address, phone number, and fax number of each such official within the Contractor's local jurisdiction.
6. The Contractor's REHS shall conduct environmental investigation services according to the CLPPB protocol entitled, "Environmental Health on the Childhood Lead Poisoning Prevention Team" or according to procedures, and protocols as determined by CLPPB.
7. Follow-up compliance and enforcement activities, including citation and other legal action, to assure elimination of lead hazards shall be conducted by the Contractor's REHS according to CLPPB procedures and protocols.

### **III. Case Identification**

- A. For case identification and outreach and education activities, the Contractor shall implement a CLPPP Outreach and Education Work Plan, Exhibit G, that targets and informs high-risk populations of the hazards of lead exposure and increase the number of children tested for blood lead poisoning. The Outreach and Education Work Plan shall be based on "Instructions for Case Identification through Outreach and Education," and may provide medical provider outreach strategies as well as collaboration strategies with other agencies and children's preventive health programs, such as CHDP, Maternal and Child Health (MCH), WIC, and/or Healthy Start and Healthy Families Programs.
- B. The Contractor shall submit all developed outreach and education materials to CLPPB for review and approval prior to distribution.

### **IV. Training**

- A. The Contractor may attend any training relevant to the contract Scope of Work with prior approval of CLPPB with preference to attendance at all statewide and regional meetings, training sessions, MCLP training, and workshops convened by the CLPPB.
- B. Documentation of attendance at training must be maintained. Documentation shall include agendas and attendance records.

Exhibit A  
**SCOPE OF WORK**

**V. Documentation and Reporting**

- A. The Contractor shall maintain and make available to CLPPP staff CLPPB statutes, regulations, Program Letters, policies, protocols, and procedures.
- B. The Contractor shall complete and submit all administrative, programmatic, and fiscal reports and corresponding documentation, in accordance with this FY 2000-02 contract.

**VI. Electronic Management of Data**

- A. The Contractor shall electronically store and manage pertinent data in accordance with CLPPB specifications in Exhibit D, "Data Storage Requirements", regarding lead-poisoned cases and blood lead test results.
- B. At the direction of CLPPB, the Contractor shall have or obtain the capability for the electronic transfer of data from CLPPB.

**STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH SERVICES**

**ADDITIONAL PROVISIONS**

**(FOR FEDERALLY FUNDED SUBVENTION AID/LOCAL ASSISTANCE AND  
COST REIMBURSEMENT CONTRACTS/GRANTS)**

**1. FEDERAL EQUAL OPPORTUNITY CLAUSE**

- 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, or age. 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, or age. 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 the State, setting forth the provisions of the Equal Opportunity clause and the Rehabilitation Act of 1973. 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, or age, and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advertisements 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, or age.
- c. The Contractor will send to each labor union or representative of workers with which he or she 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 worker's representative of the Contractor's commitments under this Equal Opportunity clause 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 the Rehabilitation Act of 1973 and of the Federal Executive Order No. 11246 as amended, 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 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 his books, records, and accounts by the contracting agency 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 this Equal Opportunity clause or with any federal rules, regulations, or orders which are referenced in this clause, this contract may be canceled, 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, 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, or Section 503 of the Rehabilitation Act of 1973, 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 the State 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 with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. TRAVEL AND PER DIEM

Any reimbursement for necessary travel and per diem shall be at rates currently in effect, as established by the Department of Personnel Administration, for similar state employees. Exceptions to these rates may be approved by the State upon the verification of a statement submitted by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior written authorization from the State.

## 3. PURCHASING/PROCUREMENT RULES

- a. **Units of local government, public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof), and state or federal agencies, whether acting as a contractor and/or subcontractor, may use their existing procurement systems to secure *all* articles, supplies, equipment (e.g., nonexpendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles), and services related to such purchases that are required in performance of this contract, *without regard to dollar limit*, subject to the provisions in paragraphs e through i of this section. The provisions in paragraphs b, c, and d of this section may also apply, if purchases are subdelegated to subcontractors that are nonprofit organizations, for-profit entities or private vendors.**
- b. **All other entities (nonprofit organizations, for-profit entities, or private vendors), whether acting as a contractor or subcontractor, may use their existing procurement systems to secure articles, supplies, equipment (e.g., nonexpendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles), and services related to such purchases that are required in performance of this contract. Equipment procurement shall not exceed an annual maximum limit of \$50,000, subject to the provisions in paragraphs c through i of this section. The provisions in paragraph a of this section may also apply, if purchases are subdelegated to subcontractors that are units of local government, public entities, state or federal agencies.**
- c. **All other entities (nonprofit organizations, for-profit entities, or private vendors), whether acting as a contractor or subcontractor, shall use procurement systems that meet the following standards:**
  - (1) **Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,**

officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.

- (2) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (3) Procurements shall be conducted in a manner that provides for all of the following:
  - (a) Avoidance of the purchasing of unnecessary or duplicate items.
  - (b) Solicitations for capital expenditures (equipment) shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
  - (c) The taking of positive steps to utilize small, minority, women, or veteran owned businesses.
- d. To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate Department of Health Services (DHS) program contract manager, to have all remaining equipment purchased through the DHS Purchasing Unit by way of the Department of General Services, Office of Procurement. The cost of equipment purchased by or through the State shall be deducted from the funds available in this contract. Contractor shall submit to the DHS Purchasing Unit a list of equipment specifications for those items which the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with the State. The equipment will be delivered to the Contractor's address, as stated on the face of the contract, unless the Contractor notifies the State, in writing, of an alternate delivery address.
- e. Prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for articles, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by the State, 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.
- f. In special circumstances, defined by the State, the State may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. The State reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that the State determines to be unnecessary in carrying out performance under this contract.
- g. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this contract. The State reserves the right to request copies of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- h. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids, and other information used in vendor selection, for inspection or audit by the State. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit by the State.

- i. The State may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under paragraphs a and/or b of this section by giving the Contractor no less than 30 calendar days written notice.

**4. OWNERSHIP/DISPOSITION/INVENTORY OF EQUIPMENT PURCHASED/REIMBURSED WITH CONTRACT FUNDS OR FURNISHED BY THE STATE**

- a. All equipment of any kind, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract and not fully consumed in performance of this contract shall be considered state equipment and the property of the State.
- b. Title to state equipment shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, the State 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.
- d. The Contractor and/or subcontractor shall maintain and administer, according to state directives and sound business practices, a program for the proper use, maintenance, repair, protection, insurance, and preservation of state equipment.
- e. Equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall only be used for performance of this contract.
- f. Contractor shall submit an annual inventory of equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract. Include in that inventory, said equipment in the Contractor's possession and/or in the possession of a subcontractor. The State will prescribe the inventory format and may supply applicable forms to be used for this purpose.
- g. Within 90 calendar days prior to the termination or end of this contract, the Contractor shall provide a final inventory of equipment to the State and shall at that time query the State as to the requirements, including the manner and method, of returning state equipment to DHS. Final disposition of equipment shall be at state expense and according to state instructions. Property disposition instructions shall be issued by the State immediately after receipt of the final equipment inventory.
- h. **Motor Vehicles**
  - (1) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, within 30 calendar days prior to the termination or end of this contract, the Contractor and/or subcontractor shall return such vehicles to the State and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to the State.
  - (2) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the State shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or subcontractor may only use said vehicles for performance and under the terms of this contract.

- (3) The Contractor and/or subcontractor agree that all operators of motor vehicles, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the Contractor and/or subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this contract or any period of contract extension during which any vehicle remains in the Contractor's and/or subcontractor's possession:

**(a) Automobile Liability Insurance**

The Contractor, by signing this contract, 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 contract funds or furnished by the State under the terms of this contract, to the Contractor and/or subcontractor.

- (b) The Contractor and/or subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the State.
- (c) The Contractor and/or subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this contract or until such time as the motor vehicle is returned to the State.
- (d) The Contractor and/or subcontractor agree to provide, at least 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 contract, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or subcontractor 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 30 calendar days prior written notice to the State (Department of Health Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract and any extension or continuation of this contract are concerned.
  - [3] The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but no limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the contract number for which the insurance was obtained.
- (f) The Contractor and/or subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General

Services, Office of Insurance and Risk Management. The Contractor shall be notified by the State, in writing, if this provision is applicable to this contract.

- (g) In the event the Contractor and/or subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

## **5. REQUIREMENTS APPLICABLE TO SUBCONTRACTS FOR SERVICES**

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. For subcontracts for services exceeding \$5,000, Contractors shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) The State may identify the information needed to fulfill this requirement.
- b. The State reserves the right to approve or disapprove the selection of subcontractors, require the substitution of subcontractors, and order the termination of subcontracts entered into in support of this contract.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of the State. The State may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by the State.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this contract and shall, upon request by the State, make said copies available for approval, inspection, or audit.
- e. Sole responsibility rests with the Contractor to ensure that subcontractors are paid in a timely manner.
- f. The Contractor is responsible for all performance requirements under this contract even though performance may be carried out through a subcontract.
- g. The Contractor is responsible for a subcontractor's actions or failure to take action in fulfilling the requirements of this contract.
- h. When entering into consulting services contracts with the State, Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this contract.
  - (1) Budget detail format and submission requirements will be prescribed by the State.
  - (2) Methods of including budget detail in this contract, if applicable, will be prescribed by the State.
  - (3) Any subcontractor budget detail displayed in this contract, or incorporated by reference, is included for information purposes only.



Changes to a subcontractor's identity or subcontract budget detail may be made with the mutual consent of the State and the Contractor and said changes shall not require the processing of a formal amendment to this contract.

- i. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this contract.
- j. 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 *(Contract Number)* and final payment from the State, and to permit the State or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract."

- k. Unless otherwise stipulated in writing by the State, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this contract.
- l. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 25, 32, 36, and 37.

## 6. INCOME RESTRICTIONS

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

## 7. EXAMINATION OF ACCOUNTS, AUDITS, AND RECORDS

- a. The Contractor and/or subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this clause.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this contract and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction by the State, State of California Bureau of State Audits or any of its duly authorized representatives, including the Comptroller General of the United States.
- c. The Contractor and/or subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this contract, and (2) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs (1) or (2) below.
  - (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until

completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

## 8. 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 by the State of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the state representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## 9. FUNDING AVAILABILITY

### a. Federal contract funds.

- (1) It is mutually understood between the parties that this contract 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 contract were executed after that determination was made.
- (2) This contract 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 on this contract. In addition, this contract 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 contract in any manner.
- (3) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- (4) The Department has the option to void or cancel the contract with 30 days advance written notice or to amend the contract to reflect any reduction in funds.

### b. State contract funds committed prior to July 1 of any fiscal year.

- (1) Contractor understands that this contract may have been written and executed prior to the passage of a Governor's annual budget in order to avoid program and fiscal delays which could occur if the contract were executed after such event.
- (2) This contract is valid and enforceable only if sufficient funds are made available by the appropriate budget act for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in a budget bill or any statute enacted by the legislature that may affect the provisions, terms, or funding of this contract in any manner.
- (3) If sufficient funds are not appropriated for this program and contract, this contract shall be invalid and of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract, and the Contractor shall not be obligated to perform any provisions of this contract.

**10. STATE NONDISCRIMINATION CLAUSE AND REQUIREMENTS**

- a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.
- b. Contractor shall include the nondiscrimination and compliance provisions of paragraph (a) in all subcontracts to perform work under the contract.
- c. The Contractor will not discriminate in the provision of services against any person with protected status as provided by state and federal law and described in paragraph a.
- d. For the purpose of this contract, distinctions made on the basis of a person's protected status as noted in paragraph a include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time or place from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- e. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to their protected status as noted in paragraph a.
- f. The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of a person's protected status as noted in paragraph a will be resolved by the State through the Department of Health Services' Affirmative Action/Discrimination Compliant Process.
- g. The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which service participants are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.
- h. The Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by mentally or physically handicapped persons pursuant to 45 Code of Federal Regulations, Parts 84, Sections 84.21 and 84.22.
- i. The Contractor shall keep records, submit required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination

requirements pursuant to 45 Code of Federal Regulations, Parts 80, 84, and 90, Sections 80.6, 84.61, and 90.42.

#### 11. FREEZE EXEMPTIONS

(Applicable only to local governmental and public entities.)

- a. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or in part, by this contract.
- b. Contractor agrees not to implement any personnel policy which may adversely affect performance or the positions funded, in whole or in part, by this contract.
- c. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or in part, by this contract.
- d. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or in part, by this contract.

#### 12. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

By signing this contract, Contractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### 13. RIGHTS IN DATA

- a. **Subject Data.** As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. **Federal Government and State Rights.** Subject only to the provisions of paragraph c, below, the Federal Government and State may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.
- c. **License to Copyrighted Data.** In addition to the Federal Government and State rights as provided in paragraph b, above, with respect to any subject data which may be copyrighted, the Contractor and applicable subcontractor agrees to and does hereby grant to the Federal Government and State a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State or Federal Government purposes and to have or permit others to do so. Provided, however, that such license shall be only to the extent that Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- d. **Relation to Patents.** The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

- e. **Marking and Identification.** The Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Federal Government or State shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- f. **Subcontractor Data.** Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in subcontract without alteration, and no other clause shall be used to enlarge or diminish the Federal Government's or State's rights in the subcontractor Subject Data.
- g. **Deferred Ordering and Delivery of Data.** The Federal Government or State shall have the right to order, at any time during the performance of this contract or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract and the Contractor shall promptly prepare and deliver such data as is ordered. If the principal investigator is no longer associated with the Contractor, the Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The Federal Government's or State's right to use data delivered pursuant to this paragraph g shall be the same as the rights in Subject Data as provided in paragraph b, above. The Contractor shall be relieved of obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of two years from the date he accepts such items. When data, other than Subject Data, is delivered pursuant to this paragraph g, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the State and/or Federal Government, whichever ordered the production of the data.

#### 14. **DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**

- a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the state employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the state employment service, but are not required to provide those reports set forth in paragraphs d and e.

- c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- d. The reports required by paragraph b of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that state employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for the on-the-job training under 39 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the Federal Contracting Officer, the State, or the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.
- e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the Contractor is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts. The Contractor may advise the state system when it is no longer bound by this contract clause.
- f. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- g. The provisions of paragraphs b, c, d, and e of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- h. As used in this clause:
  - (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction: plant and office; laborers and mechanics; supervisory and nonsupervisory; technical and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including such situations where the needs of the Federal Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the

requirement of listing would otherwise not be for the best interest of the Federal Government.

- (2) "Appropriate office of the state employment service system" means the local office of the federal/state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
  - (3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
  - (4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.
  - j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Federal Secretary of Labor issued pursuant to the Act.
  - k. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director of the Office of Federal Contract Compliance Programs, provided by or through the contracting Officers or State. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
  - l. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
  - m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Federal Secretary of Labor issued pursuant to the 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 may direct to enforce such provisions, including action for noncompliance.

## 15. CLEAN AIR AND WATER

- a. (Applicable only if the contract is not with a sole source vendor of products or services, or if it exceeds \$5,000.)

The Contractor agrees under penalty of perjury (it, he, she) is not in violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or an air pollution district.

The Contractor agrees under penalty or perjury (it, he, she) is not subject to cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is not finally determined to be in violation of provisions of federal law relating to air or water pollution.

- b. (Applicable only if the contract or subcontract exceeds \$100,000 or the contract is not otherwise exempt under 40 CFR 15.5.)

The Contractor agrees as follows:

To comply with all the requirements of Section 114 of the Clean Air Act as amended (42 U.S.C. 7401 et seq., as amended by Public Law 95-95), and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued to implement those Acts before the award of this contract.

## 16. USE OF MINORITY, WOMEN, AND DISABLED VETERAN BUSINESS ENTERPRISES

(Applicable to any contract subject to M/W/DVBE goal participation or good faith effort compliance. Not applicable to local government or public entities or entities exempted by DHS.)

- a. It is a federal policy to award a fair share of contracts to small, minority, and women owned business firms. The State Legislature has declared that a fair proportion of the total purchases and contracts or subcontracts for property and services for the State be placed with minority, women, and disabled veteran owned business enterprises.
- b. All M/W/DVBE participation attachments, however labeled, completed as a condition of bidding, contracting or amending a subject contract are incorporated herein and made a part of this contract by this reference.
- c. Contractor agrees to use any and all proposed M/W/DVBEs, as identified in previously submitted M/W/DVBE attachments, unless the Contractor submits a written request for substitution of a like vendor. All requests for substitution must be approved by the State, in writing, prior to using a substituted M/W/DVBE subcontractor, supplier or vendor.

Requests for substitution must be directed to the program funding this contract and must contain: (1) identity of the firm to be substituted and its M/W/DVBE status, (2) reason for the substitution, and (3) identity of the replacement firm and its M/W/DVBE status.

- d. Contractor agrees the State will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the State or its delegatee with any relevant information requested and shall permit the State or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with State M/W/DVBE goal or good faith effort compliance. Contractor further agrees to maintain such records for a period of three (3) years after final payment is received under the contract.

## 17. PRINTING

If printing or other reproduction work of more than an incidental and minor dollar amount (e.g., \$25,000 or 10 percent of the contract total, whichever is less) is a reimbursable item in this contract,



it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through another source, the cost will be deducted from said contract amount. This requirement does not apply to normal in-house copying necessary for routine business matters of the Contractor.

#### **18. PRIOR APPROVAL OF TRAINING SEMINARS, WORKSHOPS, OR CONFERENCES**

Contractor shall obtain prior state approval over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference and over 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 the contract in any media. This paragraph does not apply to necessary staff meetings to conduct routine business matters.

#### **19. CONFIDENTIALITY OF INFORMATION**

- a. The Contractor and his or her employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this contract, except for statistical information not identifying any such person.
- b. The Contractor, his/her employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.
- c. The Contractor, his/her employees, agents, or subcontractors shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.
- e. For purposes of this paragraph, 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.

#### **20. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

(Not applicable if Contractor is a public entity.)

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

#### **21. DOCUMENTS AND WRITTEN REPORTS**

Any document or written report prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all

contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## **22. RESOLUTION OF DIRECT SERVICE CONTRACT DISPUTES**

- a. If the Contractor believes there is a dispute or grievance between the Contractor and the State, the procedures set forth in Chapter 2.1, Sections 20201 through 20205, of Title 22, of the California Code of Regulations, shall be followed.
- b. If the Contractor wishes to appeal the decision of the Deputy Director for Public Health or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit or examination of a contract 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 contract shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

## **23. FINANCIAL AND COMPLIANCE AUDIT OF NONPROFIT ENTITIES**

(Applicable only if Contractor is a private, nonprofit entity)

- a. Definitions within this paragraph are defined in Section 38040 of the Health and Safety Code, which, by this reference, is made a part hereof.
- b. Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. The audit shall be conducted in accordance with the requirements specified in the Federal Office of Management and the Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations."
- c. References to "Federal" in OMB Circular A-133 shall be considered to mean "Federal and/or State" in contracts where state funds are present either alone or in conjunction with federal funds.
- d. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year. Two copies of the audit report shall be delivered to the state program funding this contract. The report shall be due within 30 days after the completion of the audit.
- e. If the contractor receives less than \$25,000 per year from the State, the audit shall be conducted biennially, unless there is evidence of fraud or other violation of state law in connection with this contract. This requirement takes precedence over the OMB A-133 section which exempts from federal audit requirements any nonprofit institution receiving less than \$25,000 per year.
- f. The cost of such audit may be included in the funding for this contract up to the proportionate amount this contract represents of the Contractor's total revenue.
- g. The State, or its authorized designee including the Bureau of State Audits, is responsible for conducting contract performance audits which are not financial and compliance audits.
- h. Nothing in this contract limits the State's responsibility or authority to enforce state law or regulations, procedures, or reporting requirements arising pursuant thereto.

- i. Nothing in this paragraph limits the authority of the State to make audits of this contract, provided however, that if independent audits arranged for by the Contractor meet generally accepted governmental auditing standards, the State shall rely on those audits and any additional audit work shall build upon the work already done.
- j. The State may, at its option, direct its own auditors to perform the single audit described in OMB Circular A-133. The State's auditors shall meet the independence standards specified in Government Auditing Standards. The audit shall be conducted in accordance with OMB Circular A-133 so as to satisfy all state and federal requirements for a single organization wide audit.

#### **24. CONTRACT AMENDMENTS**

This contract may be amended by mutual agreement between the parties as stipulated in the body of this contract. The amendment may be subject to the approval of the Department of General Services.

#### **25. FEDERAL CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA) REQUIREMENTS**

(Applicable only to contracts/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination on materials derived from the human body.)

By signing this contract Contractor agrees that if any performance under this contract or any subcontract or subagreement includes any tests or examination on materials derived from the human body for the purpose of providing information diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

#### **26. CONFLICT OF INTEREST—CURRENT AND FORMER STATE EMPLOYEES**

##### **a. Current State Officers and Employees**

- (1) Contractor shall not utilize in the performance of this contract any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state employment. Employee in the state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.
- (2) If any state officer or employee is utilized or employed in the performance of this contract, Contractor shall first obtain written verification from the State that the employment, activity, or enterprise is required as a condition of the officer's, employee's, or official's regular state employment and shall keep said verification on file for three years after the termination of this contract.
- (3) Contractor may not accept occasional work from any currently employed state officer, employee, or official.
- (4) If Contractor accepts volunteer work from any currently employed state officer, employee, or official, Contractor may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including, without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of contractor.

- (5) Contractor shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.
- (6) Contractor or anyone having a financial interest in this contract may not become a state officer, employee, or official during the term of this contract. Contractor shall notify each of its employees, and any other person having a financial interest in this contract that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official during the term of this contract unless any relationship with the Contractor giving rise to a financial interest, as an employee or otherwise, is first terminated.
- (7) Occasional or one-time reimbursement of a state employee's travel expenses is not acceptable.

**b. Former State Officers and Employees**

- (1) Contractor shall not utilize in the performance of this contract any formerly employed person of any state agency or department that was employed under the state civil service, or otherwise appointed to serve in the State Government, if that person was engaged in any negotiations, transactions, planning, arrangement, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency or department. This prohibition shall apply for a two-year period beginning on the date the person left state employment.
- (2) Contractor shall not utilize within 12 months from the date of separation of services, a former employee of the contracting state agency or department if that former employee was employed in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to the employee leaving state service.

**c. Failure to Comply with Subparts a or b**

If Contractor violates any provision of subparts a or b above, such action by Contractor shall render this contract void, unless the violation is technical or nonsubstantive.

**27. SINGLE AUDIT ACT OF 1984 (applicable only if Contractor is a governmental entity)**

In accordance with Public Law 98-502 and OMB Circular A-128, it is stipulated between the parties hereto that:

- a. The cost of the single audit will be charged to the federal assistance program providing funds for this contract on a "Fair Share" basis. The amount chargeable to federal assistance programs for the cost of the single audit is calculated based on the ratio of federal expenditures to total expenditures of the Contractor. The State's share of the single audit cost under this contract is based upon the ratio of federal funds received under this contract to total federal funds received by the Contractor each fiscal year.
- b. The Contractor shall include a clause in any contract the Contractor enters into with the audit firm doing the single audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single audit for the Contractor.
- c. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book."

**28. CONTRACTOR NAME CHANGE**

Contractor shall provide written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

**29. NOVATION**

If the Contractor proposes any novation agreement, the State shall act upon the proposal within 60 days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the 60 day period, and confirmed in writing within five days.

**30. DRUG-FREE WORKPLACE**

Contractor certifies to the State that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (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 drug counseling, rehabilitation, and employee assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision a and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
- d. Contractor agrees this contract may be subject to suspension of payments or termination of this contract, or both, and the contractor may be subject to debarment, in accordance with the requirements of the Government Code, Section 8350, et seq., if the Department determines that any of the following has occurred:
  - (1) The Contractor or Grantee has made a false certification.
  - (2) The Contractor violates the certification by failing to carry out the requirements of subdivisions a through c above.

**31. DEBARMENT AND SUSPENSION REQUIREMENTS**

Contractor agrees to comply with the debarment and suspension requirements as found in 7 Code of Federal Regulations, Part 3017, or as amended.

### **32. ENVIRONMENTAL TOBACCO SMOKE CERTIFICATION**

(Applicable to contracts/grants and subcontracts/subawards, that have a start date of December 26, 1994, or later, and provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this contract, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into on or after December 26, 1994 which provide for children's services as described in the Act.

### **33. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting *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, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

### **34. FINAL INVOICE—FINAL REPORT—RETENTION OF FUNDS**

(Applicable only if a final report is required by the contract)

The State may, at its discretion, withhold 10 percent (10%) of the face amount of the contract, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until receiving a final report that is satisfactory to the State.

### **35. CONTRACTOR PERFORMANCE EVALUATION**

The State may, at its discretion, evaluate the performance of the Contractor at the conclusion of the contract. If performance is evaluated, the evaluation shall not be a public record, but may be placed on file with the Department of General Services. Negative performance evaluations may be

considered by the State prior to making future contract awards. Performance evaluations, may include, but not be limited to the following:

- (a) Whether the work or services were completed as specified.
- (b) The reasons for and amount of cost overruns, if any.
- (c) Whether the work or services met the specified quality standards.
- (d) Whether the Contractor fulfilled all contract requirements.
- (e) The factors outside the Contractor's control that may have caused performance difficulties.

### 36. OFFICIALS NOT TO BENEFIT

No members of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this contract if made with a corporation for its general benefits.

### 37. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL ACTIONS AND RELATED DISCLOSURES

#### a. Definitions. As used in this Exhibit.

"Agency," as defined in 5 U.S.C. 552(f), includes federal executive departments and agencies as well as independent regulatory commissions and government corporations, as defined in 31 U.S.C. 9101(1).

"Covered federal action" means any of the following federal actions:

- (1) The awarding of any federal contract;
- (2) The making of any federal grant;
- (3) The making of any federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any federal contract grant, loan, or cooperative agreement.

Covered federal action does not include receiving from an agency a commitment providing for the United States to ensure guarantee of a loan.

Indian tribe and tribal organizations have the meaning provided in Section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in the Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 covered federal action.

"Local government" means a unit of government in a state and, if chartered, established, or otherwise recognized by a state for the performance of a government duty, including a local

public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a postman in the Government under Title 5, U.S.C., including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in Section 101(3), Title 37, U.S.C.;
- (3) A special government employee as defined in Section 202, Title 18, U.S.C.; and
- (4) An individual who is a member of a federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, U.S.C., Appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, state and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law. \*

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes the Contractor or Grantee, and all subcontractors or subgrantees at any tier in connection with a federal contract, grant, or other federally funded activity. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a state, and a multistate, regional, or interstate entity having governmental duties and powers.

b. Prohibition.

- (1) Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal



actions: The awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(a) Agency and legislative liaison by own employees.

- [1] The prohibition on the use of appropriated funds, in paragraph b(1), does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract if the payment is for agency and legislative liaison activities not directly related to a covered federal action.
- [2] For purposes of paragraph b(2)(a)[1], providing any information specifically requested by an agency or Congress is allowable at any time.
- [3] For purposes of paragraph b(2)(a)[1] of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered federal action:
  - [a] Discussing with any agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
  - [b] Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- [4] For purposes of paragraph b(2)(a)[1] of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered federal action:
  - [a] Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered federal action;
  - [b] Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
  - [c] Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- [5] Only those activities expressly authorized by paragraph b(2)(a) are allowable under paragraph b(2)(a).

(b) Professional and technical services by own employees.

- [1] The prohibition on the use of appropriated funds, in paragraph b(1), does not apply in the case of any reasonable payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract or an extension, continuation, renewal, amendment, or modification of a federal contract if payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid,

proposal, or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

[2] For purposes of paragraph b(2)(b)[1], professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice and analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered federal action.

[3] Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

[4] Only those services expressly authorized by paragraph b(2)(b) are allowable under paragraph b(2)(b).

(c) Reporting for own employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Professional and technical services by other than own employees.

[1] The prohibition on the use of appropriated funds, in paragraph b(1), does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

[2] For purposes of paragraph b(2)(d)[1], "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided

by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- [3] Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
  - [4] Persons other than officers or employees of a person requesting or receiving a covered federal action include consultants and trade associations.
  - [5] Only those services expressly authorized by paragraph b(2)(d) of this section are allowable under paragraph b(2)(d).
- (e) The prohibition on use of federal appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action. (55 Federal Regulation 24542 (June 15, 1990))

c. Certification and disclosure.

- (1) Each person (or recipient) who requests or receives a contract, subcontract grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by paragraph b of this Exhibit.
- (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 Exhibit 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 affects the accuracy of the information contained in any disclosure form previously filed by such person under

paragraph c(2). 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; or
  - (b) A change in the person(s) or individual(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 c(1) of this section a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the state agency.
- d. Agreement. In accepting any contract, grant, subcontract, or subgrant subject to this Exhibit the recipient (and any person submitting an offer for such a contract or grant) agrees not to make any payment prohibited by law or this Exhibit.
- e. Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph b of this Exhibit shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
  - (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this Exhibit, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - (3) Recipients may rely without liability on the representations made by their subcontractors or subgrantees in the certification and disclosure form.
- f. Cost allowability. Nothing in this Exhibit is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this Exhibit will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency 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 the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Printed Name of person Signing for Contractor

\_\_\_\_\_  
Contract/Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

Department of Health Services  
(Name of the DHS program providing the funds)  
P.O. Box 942732  
714 P Street  
Sacramento, CA 94234-7320



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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (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-90401."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all box(es) that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and 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 B  
BUDGET  
Year I - 7/1/00-6/30/01

	Medi-Cal Lead Program				Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities		
			Non-Enhanced	Enhanced	
<b>Personnel</b>	\$17,477	\$6,314	\$46,173	\$35,154	\$105,118
<b>Fringe Benefits</b> ( 31.200% of Personnel Costs)	5,507	1,961	16,614	8,756	32,838
<b>Operating Expenses</b>	7,800	0	10,628	750	19,178
<b>Equipment</b>	500	0	500	0	1,000
<b>Travel</b>	1,450	450	550	1,350	3,800
<b>Subcontracts</b>	0	0	0	0	0
<b>Other Costs</b>	800	0	0	0	800
<b>Indirect Costs</b> ( 7.640% of Total Personnel Costs)	1,755	632	8,148	0	10,535
<b>Total:</b>	<b>\$35,289</b>	<b>\$9,357</b>	<b>\$82,613</b>	<b>\$46,010</b>	<b>\$173,269</b>
State Funds	35,289.00	4,678.00	41,306.00	11,502.00	92,775.00
Federal Funds	0.00	4,679.00	41,307.00	34,508.00	80,494.00
<b>Total:</b>	<b>35,289.00</b>	<b>9,357.00</b>	<b>82,613.00</b>	<b>46,010.00</b>	<b>173,269.00</b>

Exhibit BB  
BUDGET  
Year 2 - 7/1/01-6/30/02

	Medi-Cal Lead Program				Total Budget
	Primary Contract	PHN Case Mgt Services	Administrative Activities		
			Non-Enhanced	Enhanced	
<b>Personnel</b>	\$17,477	\$6,314	\$46,173	\$35,154	\$105,118
<b>Fringe Benefits</b> ( 31.200% of Personnel Costs)	5,507	1,961	16,614	8,756	32,838
<b>Operating Expenses</b>	7,800	0	10,628	750	19,178
<b>Equipment</b>	500		500		1,000
<b>Travel</b>	1,450	450	550	1,350	3,800
<b>Subcontracts</b>	0		0		0
<b>Other Costs</b>	800	0	0	0	800
<b>Indirect Costs</b> ( 7.640% of Total Personnel Costs)	1,755	632	8,148	0	10,535
<b>Total:</b>	<b>\$35,289</b>	<b>\$9,357</b>	<b>\$82,613</b>	<b>\$46,010</b>	<b>\$173,269</b>
State Funds	35,289.00	4,678.00	41,306.00	11,502.00	92,775.00
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<b>Total:</b>	<b>35,289.00</b>	<b>9,357.00</b>	<b>82,613.00</b>	<b>46,010.00</b>	<b>173,269.00</b>

**Exhibit C  
Childhood Lead Poisoning Prevention Program  
Quarterly Invoice**

County/City: \_\_\_\_\_  
 Federal ID #: \_\_\_\_\_  
 Prepared by: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

CLPP Contract #: \_\_\_\_\_  
 Fiscal Year: \_\_\_\_\_  
 Quarterly Invoice #: \_\_\_\_\_  
 For Period: \_\_\_\_\_

Expense Category	CLPP Program	Medi-Cal Lead Program		
		PHN Case Mgt Services	Administrative Activities	
			Non-Enhanced (50/50)	Enhanced (25/75)
Personnel	\$ -	\$ -	\$ -	\$ -
Fringe Benefits (%)	-	-	-	-
Operating Expenses	-	-	-	-
List Details				
Equipment	-	-	-	-
List Minor Equipment separately				
Travel	-	-	-	-
Subcontracts	-	-	-	-
List separately				
Other Costs	-	-	-	-
List separately				
Direct Costs (%)	-	-	-	-
<b>Column Totals:</b>	\$ -	\$ -	\$ -	\$ -

**Invoice Total: \$0.00**

2000/2001 BUDGET AMOUNT	
	\$ -
PCA Codes (for State use)	51491
Balance as of Previous Invoice:	
LESS This Invoice (use -):	\$ -
<b>Year to Date Balance:</b>	\$ -

\$ -	\$ -	\$ -
51492	51494	51493
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

AS THE CLPPP DIRECTOR/COORDINATOR, I CERTIFY THAT I HAVE SEEN AND REVIEWED THIS INVOICE FOR COMPLIANCE WITH CLPPP ADMINISTRATIVE AND PROGRAM POLICIES.

CLPPP DIRECTOR/COORDINATOR'S SIGNATURE / DATE

AS THE FISCAL AGENT FOR THIS AGENCY, I CERTIFY THAT THIS INVOICE IS BASED UPON ACTUAL COSTS AND THAT THOSE SALARIES AND WAGES FOR MEDI-CAL LEAD PROGRAM STAFF ARE BASED ENTIRELY ON TIME STUDY DOCUMENTS.

AGENCY'S FISCAL AGENT'S SIGNATURE / DATE



## Exhibit D

### Data Storage Requirements

The Childhood Lead Poisoning Prevention Branch (CLPPB) surveillance database, Response and Surveillance System for Childhood Lead Exposure (RASSCLE), stores extensive statewide blood lead level and case management follow-up data. It is vital that data at the local Childhood Lead Poisoning Prevention Program (CLPPP) be stored in a similar electronic format, in preparation of electronic data transfer of these data to CLPPB.

When data is stored electronically by the CLPPP, the following Minimum Data Fields need to be recorded, each in a separate data field. If additional data elements contained on the Lead Poisoning Follow-up Form are stored electronically, CLPPB requires that they be stored in, or be readily exportable to a format compatible with the CLPPB surveillance system.

All CLPPPs must consult with CLPPB, and gain approval, in the design of any data storage system, to ensure the compatibility of that system with the CLPPB format – including data fields, type and length.

#### Minimum Data Fields

Patient First Name  
Patient Last Name  
Patient Middle Initial  
Patient Date of Birth  
Patient Gender  
Address Number  
Address Street Direction  
Address Street  
Address Street Type  
Apartment Number  
Address City  
Address County  
Address State  
Address Zip Code  
Blood Lead Result  
Blood Lead Test Date  
Blood Sample Type  
Analyzing Laboratory  
Analyzing Laboratory Address  
Physician Name  
Physician Address  
Institution  
Institution Address

## **Childhood Lead Poisoning Prevention Branch Medi-Cal Lead Program Allowable Services and Activities**

The Childhood Lead Poisoning Prevention Branch (CLPPB) Medi-Cal Lead Program Allocation provides reimbursement for providing the following Medi-Cal services and activities to Medi-Cal eligible children.

- I. Public Health Nurse Case Management Services
  - II. Administrative Activities in Support of Medi-Cal Services Provided to Medi-Cal Eligible Children with Elevated Blood Lead Levels
  - III. Documentation and Budgeting
- 

### **I. Public Health Nurse Case Management Services**

#### **A. Definition of Service**

Case management services include needs assessments, setting of objectives related to needs, individual service planning, services scheduling, and periodic evaluation of service effectiveness. Case management services ensure that the changing needs of the Medi-Cal eligible person are addressed on an on-going basis and appropriate choices are provided among the widest array of options for meetings those needs.

#### **B. Allowable Activities Specific for Children With Elevated Blood Lead Levels**

##### **1. Assessment**

###### **a) Review:**

- blood lead test laboratory reports
- medical records
- developmental and educational records
- family and social service program linkages
- Medi-Cal eligibility status

b) Evaluate medical, social and emotional needs of high-risk patients and their parents or guardians.

c) Gather additional information necessary to facilitate case management, such as employment of parents and culturally appropriate information and materials.

**CLPPB Medi-Cal Lead Program Allowable Services and Activities**

**2. Service Plan Development**

a) Nursing Care Plan:

- written comprehensive individual service plan
- based on assessment data
- prioritizes medical conditions and service interventions
- lists activities and assistance needed to accomplish plan objectives
- includes nature, frequency, and duration of planned services and activities
- developed in conjunction with patient, parent or legal guardian, and case manager

b) Referral Resource Support:

- current community resource list
- culturally relevant resources and information
- information on how to access community program agencies and services

c) Linkages and Consultation:

- consultation with patient's physician and provider
- review quality and completeness of medical services provided
- initiate and respond to medical correspondence related to patient's care
- identify medical, social, educational and other services needed by patient
- interagency referral, collaboration, and coordination on behalf of patient and family
- follow-up and tracking to ensure all services are received by patient

d) Assistance in Accessing Services:

- interpretation of suspected conditions
- assistance in scheduling appointments
- assistance in arranging for transportation to services
- assistance in arranging for translation services

e) Crisis Assistance Planning:

- rapid response to emergency situations
- evaluating, accessing, arranging, coordinating immediate services
- attending to or resolving problems on behalf of the patient to avoid, eliminate, or reduce a crisis situation

f) Periodic Review:

- regularly scheduled periodic review of patient's progress toward planned objectives
- revision of nursing care plan consistent with patient's needs
- determination of which case management services are still appropriate
- documented case closure based on specific criteria



**CLPPB Medi-Cal Lead Program Allowable Services and Activities**

**II. Administrative Activities in Support of Medi-Cal Services Provided to Medi-Cal Eligible Children with Elevated Blood Lead Levels Meeting Case Definition**

**A. Outreach to Groups or Individuals**

- outreach to identify and bring potential Medi-Cal eligible children and their parents into the Medi-Cal system
- outreach to bring Medi-Cal eligible children and parents into Medi-Cal services
- discrete outreach campaigns such as:
  - ◆ organizing and implementing a project to send local health department teams into the community to contact high risk groups such as the homeless
  - ◆ developing and implementing culturally relevant telephone or walk-in referral services to refer potentially eligible children and their families to Medi-Cal services or eligibility determination
  - ◆ establishing and operating drop-in community center for underserved populations (such as minority teenage parents) where Medi-Cal eligibility and service information is disseminated
  - ◆ arranging and scheduling group presentations to inform children and parents of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Services, and where services are available

**B. Outreach to Providers**

- identify Medi-Cal providers providing children's services and provide consultation, training and provider office in-services related to delivery of Medi-Cal services
- analyze Medi-Cal billing data to determine patterns in Medi-Cal provider service delivery
- respond to Medi-Cal provider requests to assist them in developing effective Medi-Cal service delivery strategies for high-risk patients and their families
- provide consultation on clinical quality assurance procedures
- develop Medi-Cal referral and follow-up protocols

**C. Program Planning and Policy Development**

- develop strategies to increase Medi-Cal service system capacity
- identify and close gaps in Medi-Cal services
- analyze Medi-Cal billing data to determine specific underserved groups
- develop resource directories of Medi-Cal services and providers

**D. Interagency Coordination**

Prepare and negotiate memorandums of understanding between departments and agencies to:

- establish referral linkages
- develop communication channels to expedite patient referrals
- ensure timely Medi-Cal eligibility determination
- improve timely delivery of Medi-Cal services

## **CLPPB Medi-Cal Lead Program Allowable Services and Activities**

### **E. Training**

- Medi-Cal training by or for skilled professional medical personnel (SPMP) related to their performance of Medi-Cal administrative activities listed above including:
  - ◆ provider outreach
  - ◆ program planning and policy development
  - ◆ interagency coordination
  
- Medi-Cal training by or for both SPMP and non-SPMP related to their performance of allowable Medi-Cal activities such as outreach to community groups or individuals regarding Medi-Cal system, program and services such as:
  - ◆ attendance at staff or other non-medical meetings
  - ◆ development and monitoring of program budgets
  - ◆ provide general employee orientation
  - ◆ in-services and performance evaluations
  - ◆ develop departmental and program procedures and protocols
  - ◆ represent program at department and agency meetings

### **III. Documentation and Budgeting**

Costs of allowable Medi-Cal activities will be documented by identifying, by employee's name and classification and duty statement, all positions budgeted on the CLPPB Medi-Cal Lead Program Allocation Budget submitted and approved by Department of Health Services' CLPPB.

Accompanying the budget will be the local health department and program organization chart.

CLPPB Medi-Cal Lead Program Allocation cost centers will be established for Medi-Cal Lead Program budgeted expenses.

Medi-Cal Lead Program Allocation budgeted personnel will participate in a time study process documenting 100% of budgeted personnel time using approved activity codes.

Costs derived from Time Study data will be invoiced on a periodic basis to the CLPPB.

Maintenance of Time Study data, budget, and invoicing records will be available for audit purposes.

Consultation and technical assistance will be available from the CLPPB in support of the required Time Study Process.

Exhibit EE

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**CHILDHOOD LEAD POISONING PREVENTION (CLPP) BRANCH  
MEDI-CAL LEAD PROGRAM (MCLP)  
TIME STUDY FUNCTION CODE DESCRIPTIONS AND EXAMPLES**

The CLPP Branch MCLP consists of case management services for lead burdened Medi-Cal beneficiary children who meet case definition and administrative activities in support of these services. Time study function codes are used to document personnel time spent on MCLP services and activities claimable under the MCLP components of the CLPP Branch Contract. Personnel budgeted under MCLP components should record 100% of their worktime (in the MCLP and other programs). Personnel budgeted only to the primary contract component and not participating in any MCLP component of the CLPP Branch Contract are not required to complete MCLP time studies.

Because Public Health Nurse (PHN) lead poisoning case management is defined by the Medi-Cal State Plan Amendment as a direct service (and not as an administrative activity), Function #2 (Skilled Professional Medical Personnel (SPMP) Administrative Medical Case Management) will not be used in the MCLP time study. Instead, Function A will be used to account for PHN lead poisoning case management services.

Activities not claimable under the MCLP components of the CLPP Branch Contract are coded as Function #11 (Other Activities). Specifically, Function #11 includes services and activities claimable through the primary contract component of the CLPP Branch Contract, other program funds, and other sources of Medi-Cal funding including services reimbursed on a fee-for-service basis such as Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Supplemental Services. In the MCLP, these services are the Registered Environmental Health Specialist (REHS) onsite investigation to detect the source of lead contamination and medical nutrition assessment and therapy for lead poisoned Medi-Cal beneficiary children.

Please note, that clerical support, paperwork, and travel directly associated with a specific function code are to be coded under that function code.

The following is a list of CLPP Branch Medi-Cal Lead Program time study function codes:

- **Function A:** Public Health Nurse (PHN) Lead Poisoning Case Management Services
- **Function 1:** Outreach
- **Function 3:** Skilled Professional Medical Personnel (SPMP) Intra/Interagency Coordination, Collaboration, and Administration.
- **Function 4:** Non-SPMP Intra/Interagency Coordination and Collaboration
- **Function 5:** Program Specific Administration
- **Function 6:** SPMP Training
- **Function 7:** Non-SPMP Training
- **Function 8:** SPMP Program Planning and Policy Development
- **Function 9:** Quality Management by SPMP
- **Function 10:** Non-Program Specific General Administration
- **Function 11:** Other Activities
- **Function 12:** Paid Time Off

Following are specific descriptions and examples of each function code.

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #1 OUTREACH**

**Medi-Cal Lead Program Administrative Activity- Non-Enhanced**

This function is to be used by all staff when performing activities that inform Medi-Cal eligible or potentially eligible individuals, as well as other clients, about Medi-Cal eligibility, health services covered by Medi-Cal and how to access those health services. Activities include a combination of oral and written informing methods which describe the range of services available through the Medi-Cal program and the benefits of preventive or remedial health care offered by the Medi-Cal program.

Following are descriptions of outreach activities that can be coded to Function #1.

1. Inform individuals, agencies and community groups about Medi-Cal eligibility, location of offices providing eligibility determination, Medi-Cal reimbursed blood lead testing and follow-up services using oral and written methods

Example: Provide Medi-Cal eligibility brochures at a health fair.

2. Develop and provide program materials, such as fact sheets on lead poisoning, to children and their families, community agencies and health care providers

Example: Distribute information on fingerstick testing for blood lead levels.

3. Inform and assist children and their families to gain access to program services

Example: Provide families with phone numbers for assistance.

4. Design and carry out strategies that inform high-risk children and their families of health programs that will benefit them

Example: Door to door visits with parents of young children.

5. Develop and implement a system for ensuring that clients obtain needed preventive and health services by providing information on available transportation and helping to schedule appointments

Example: Assure that patients and their families know which bus lines serve specific clinics.

6. Provide clerical support directly associated with the above activities

7. Complete paperwork directly associated with above activities

8. Travel time directly associated with performance of the above activities

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #3 SPMP INTRA/INTERAGENCY COORDINATION,  
COLLABORATION AND ADMINISTRATION**

**Medi-Cal Lead Program Administrative Activity- Enhanced**

This function is to be used only by skilled professional medical personnel (SPMP) when performing collaborative activities that involve planning and developing resources with other agencies to improve the cost effectiveness of the health care delivery system and improve availability of medical services.

Following are descriptions of activities that can be coded to Function #3.

1. **Provide technical assistance to other agencies/programs that interface with the medical care needs of clients, such as the Children's Medical Services (CMS) and the Women, Infants, and Children Supplemental Nutrition Program (WIC)**

**Example:** Negotiate a listing of agency contacts to orient identified staff to referral protocols.

2. **Participate in provider meetings and workshops about preventive health services, blood lead screening and testing, case management services for lead burdened children, and medical care and treatment**

**Example:** Prepare a lead information table for quarterly county-wide administrative meetings.

3. **Reach out to medical providers to inform them of the availability of services for blood lead screening and testing, case management services for lead burdened children, and medical care and treatment**

**Example:** Prepare and present childhood lead poisoning prevention seminars to Medi-Cal providers, organizations, and agencies.

4. **Develop medical referral resources such as referral directories, round tables, and advisory groups**

**Example:** Present lead poisoning grand rounds to professional organizations and agencies including hospital staff.

5. **Assist other agencies with health care planning and resource development with other agencies which will improve access to and the quality and cost-effectiveness of the health care delivery system as well as availability of Medi-Cal medical referral sources**

Exhibit EE

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**Function #3: SPMP Intra/Interagency Coordination, Collaboration and Administration (Continued)**

**Example:** Convene a meeting with the local Environmental Health Department and housing or building inspectors regarding environmental investigations for Medi-Cal beneficiary children who meet case definition.

6. Assess the effectiveness of local health departments in assisting clients to gain access to health care services

**Example:** Facilitate quarterly meetings of lead related staff to assure timely completion of the Lead Poisoning Prevention Follow-Up Forms and clinical records.

7. Provide clerical support directly associated with the above activities
8. Complete paperwork directly associated with the above activities
9. Travel time directly associated with the performance of the above activities

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #4 NON-SPMP INTRA/INTERAGENCY COLLABORATION AND COORDINATION**

**Medi-Cal Lead Program Administrative Activity- Non-Enhanced**

This function is to be used by non-SPMP staff when performing activities that are related to program planning functions, including collaborative and intra/interagency coordination

Following are descriptions of activities that can be coded to Function #4.

1. Provide technical assistance and program monitoring to other agencies/programs that interface with Medi-Cal program requirements

**Example: Organize and facilitate quarterly meetings to identify and resolve referral issues.**

2. Assist in health care planning and resource development with other agencies which will improve the access to and quality and cost effectiveness of the health care delivery system and availability of Medi-Cal medical referral sources

**Example: Provide orientation to other agencies regarding the availability of blood lead testing services.**

3. Assess the effectiveness of interagency coordination in assisting Medi-Cal beneficiaries to gain access to health care services

**Example: Set up a referral system for Medi-Cal beneficiary patients moving to other health jurisdictions so those patients maintain access to blood lead testing and follow-up services.**

4. Provide clerical support directly associated with the above activities
5. Complete paperwork directly associated with the above activities
6. Travel time directly associated with the performance of the above activities.

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #5 PROGRAM SPECIFIC ADMINISTRATION**

**Medi-Cal Lead Program Administrative Activity- Non-Enhanced**

This function is to be used by all staff when performing activities that are related to program specific administration and that are identifiable and directly charged to the program.

Following are descriptions of activities that can be coded to Function #5.

1. Develop and implement program administrative policies and fiscal procedures in compliance with Medi-Cal Lead Program requirements

Example: Develop appropriate Medi-Cal Lead Program duty statements.

2. Participate in the development, maintenance and analysis of program management information related to the Medi-Cal population

Example: Identify underserved areas needing blood lead testing services.

3. Participate in the distribution of Medi-Cal program specific information including CLPP Branch program letters and manuals

Example: Provide agencies information regarding use of CLPP Branch Follow-up Form.

4. Respond to non-medical program issues

Example: Write a letter to appeal a decision on a budget exception.

5. Provide general supervision of staff participating in the Medi-Cal Lead Program

Example: Assure that staff perform allowable Medi-Cal Lead Program administrative activities.

6. Develop the Medi-Cal Lead Program components of budgets and monitor program expenditures, including timestudies and invoices

Example: Provide in-service and workshops on time study methodology to participating staff.

7. Review of technical literature

Example: Prepare a binder of journal articles that relate to blood lead screening or case management.



Exhibit EE

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**Function #5: Program Specific Administration (Continued)**

**8. Draft, analyze, and/or review reports, documents, correspondence and legislation**

Example: Request lead related policy clarification from the CLPP Branch as needed.

**9. Direct the recruitment, selection and the hiring of staff; perform employee evaluations**

Example: Hire a Public Health Nurse to deliver case management services.

**10. Provide clerical support directly associated with the above activities**

**11. Complete paperwork directly associated with the above activities**

**12. Travel time directly associated with the performance of the above activities**

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #6 SPMP TRAINING**

**Medi-Cal Lead Program Administrative Activity- Enhanced**

This function is to be used only when training is provided for or by skilled professional medical personnel (SPMP) and only when the training activities directly relate to the SPMP's performance of specifically allowable SPMP administrative activities.

Following are descriptions of activities that can be coded to Function #6.

1. Training related to the SPMP's performance of allowable administrative activities. (These include lead related review of medical services, program planning and policy development, intra/interagency and provider coordination, and quality assurance management.)

**Example:** Participate in or provide training to providers on how to implement a quality assurance/quality control process for fingerstick sampling.

2. Provide clerical support directly associated with the above activities
3. Complete paperwork directly associated with the above activities
4. Travel time directly associated with the performance of the above activities.

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #7 NON-SPMP TRAINING**

**Medi-Cal Lead Program Administrative Activity- Non-Enhanced**

This function is to be used by all staff when training relates to non-SPMP allowable administrative activities and to the medical care of clients.

Following are descriptions of activities that can be coded to Function #7.

1. Training related to the performance of administrative activities including conducting Medi-Cal outreach activities, informing clients on how to gain access to the Medi-Cal eligibility determination process, and performing Medi-Cal Lead Program time studies

2. Joint orientation and on-going in-service training

Example: Implement CLPP activities according to the CLPP Branch Scope of Work.

3. Professional training and technical assistance which improves the quality of health assessment, preventive health services, and medical care

Example: Conduct in-service trainings on PHN lead poisoning case management protocols or environmental investigation protocols.

4. Training which improves the medical knowledge and skill level of SPMP providing Medi-Cal services

Example: Conduct in-service trainings on performing fingerstick blood lead tests.

5. Provide clerical support directly associated with the above activities

6. Complete paperwork directly associated with the above activities

7. Travel time directly associated with the performance of the above activities.

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #8 SPMP PROGRAM PLANNING AND POLICY DEVELOPMENT**

**Medi-Cal Lead Program Administrative Activity- Enhanced**

This function is to be used only by skilled professional medical personnel (SPMP) and only when performing program planning and policy development activities. The SPMP's task must officially involve program planning and policy development, and those tasks must be identified in the employee's position description/duty statement.

Following are descriptions of activities that can be coded to Function #8.

1. Participate in the development of program direction, scope of work, and program budget. Define goals, objectives, activities, and develop evaluation tools to measure Medi-Cal Lead Program outcomes

Example: Complete the CLPP Outreach and Education Work Plan.

2. Participate in the development of Medi-Cal Lead Program protocols and procedures for coordination of Medi-Cal reimbursed blood lead testing and follow-up services including case management services

Example: Review CLPP Branch proposed protocols, review and adapt for local program implementation.

3. Provide consultation and technical assistance in the design, development and review of health related professional educational materials

Example: Assist professional organizations and agencies in developing lead related materials.

4. Provide technical assistance in the development of practitioner protocols, (including uniform policy and procedures on case management services for lead burdened Medi-Cal beneficiary children who meet case definition

Example: Develop a of Medi-Cal approvable service plan format for use in clinical records.

5. Assess and review the capacity of the State or local health and environmental health departments and providers to deliver medically appropriate health assessment, treatment and case management services for lead burdened Medi-Cal beneficiary children

Example: Determine appropriate interview techniques for use during a home visit.

Exhibit EE

CLPPB/MCLP Time Study Function Code Descriptions and Examples

Function #8: SPMP Program Planning And Policy Development (Continued)

6. Provide ongoing liaison with Medi-Cal providers related to issues of treatment, health assessment, preventive health services and medical care, and program policy and regulations  
  
Example: Support providers as they implement blood lead re-testing schedules for patients.
7. Identify, recruit, and provide technical assistance and support to new Medi-Cal providers  
  
Example: Assist the local environmental health program to bill for REHS environmental investigation services.
8. Develop round tables, advisory or work groups of other skilled professional medical personnel to provide Medi-Cal Lead Program consultation  
  
Example: Initiate work groups with environmental health staff to discuss ways to prevent eviction of families with a lead poisoned child.
9. Participate in the planning, implementation, and evaluation of services that relate to the Medi-Cal Lead Program  
  
Example: Assess the number of patients lost to follow-up and cases closed.
10. Participate in program workshops and meetings relating to the scope of Medi-Cal Lead Program benefits and changes in program management  
  
Example: Attend local State, regional, and national workshops on lead poisoning.
11. Participate in the development and review of Medi-Cal health-related regulations, policies and procedures such as scopes of work, Memoranda of Understanding, and other health care services standards for total quality management  
  
Example: Track CLPP Branch policy development and identify ways to provide specific local program input to the State Department of Health Services.
12. Provide clerical support directly associated with the above activities
13. Complete paperwork directly associated with the above activities
14. Travel time directly associated with the performance of the above activities

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #9 QUALITY MANAGEMENT BY SKILLED PROFESSIONAL  
MEDICAL PERSONNEL**

**Medi-Cal Lead Program Administrative Activity- Enhanced**

This function is to be used only by skilled professional medical personnel and only when performing quality management activities such as monitoring the authorization for medical services (utilization review) process, performing ongoing program assessment and evaluation, and developing standards and protocols.

Following are descriptions of activities that can be coded to Function #9.

**1. Conduct periodic review of protocols**

**Example:** Assure that protocols include most current practice standards.

**2. Perform peer reviews, medication management and monitoring, and monitoring of the service authorization and re-authorization process**

**Example:** Assure that medical nutrition assessment and therapy are approved by the Medi-Cal Field office.

**3. Schedule, coordinate, and conduct medical chart or case reviews for adequacy of assessment, documentation, and the appropriateness of intervention**

**Example:** Perform medical chart reviews to assure that patients receive medical nutrition services.

**4. Schedule, coordinate, and conduct quality assurance activities; evaluate compliance with program standards; and monitor the clinical effectiveness of programs, including a survey of Medi-Cal client satisfaction**

**Example:** Assure that fingerstick blood lead tests are not contaminated and not yielding false positive results.

**5. Evaluate the need for new modalities of medical treatment and case management for lead burdened children**

**Example:** Determine the appropriateness of outpatient chelation interventions.

**6. Assess and review the capacity of the State or local health and environmental health departments and providers to deliver medically appropriate health assessment, blood lead testing, preventive health services, and case management and medical services, and respond to appeals on medical quality of care issues**

Exhibit EE

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**Function #9: Quality Management By Skilled Professional Medical Personnel (Continued)**

**Example: Determine the capacity of local environmental health programs to provide environmental investigations using Medi-Cal reimbursement criteria.**

7. Provide clerical support directly associated with the above activities
8. Complete paperwork directly associated with the above activities
9. Travel time directly associated with the performance of the above activities

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #10 NON-PROGRAM SPECIFIC GENERAL ADMINISTRATION**

**Medi-Cal Lead Program Administrative Activity- Non-Enhanced**

This function is to be used by all staff when performing non-Medi-Cal Lead Program specific administrative activities that relate to multiple functions or that relate to no specific, identifiable functions because of their general nature of the activities. It is also to be used to record any break time as well as time that may become overtime or earned compensatory time or certified time off.

Following are descriptions of activities that can be coded to Function #10.

1. Review departmental or unit personnel procedures and rules

Example: Review departmental sick leave procedures and policies.

2. Develop and implement CLPP Program administrative policies and fiscal procedures

Example: Integrate the Medi-Cal Lead Program into local CLPP Program and departmental budget materials for fiscal officer review.

3. Participate in the design, development and review of health related professional educational material

Example: Review professional journals and prepare executive summaries of material.

4. Attend non-Medi-Cal Lead Program specific related staff meetings

Example: Attend departmental Public Health Nursing or Environmental Health administrative meetings conducted by the directors.

5. Provide general supervision of staff, including supervision of interns and students

Example: Supervise staff in departmental procedures.

6. Develop and provide health promotion activities for State or local health departments and environmental health department employees

Example: Assure CLPP initiatives are included in departmental activities.

7. Provide and attend non-Medi-Cal Lead Program specific in service orientations and other staff development activities

Example: Participate in computer training opportunities.



Exhibit EE:

CLPPB/MCLP Time Study Function Code Descriptions and Examples

Function #10: Non-Program Specific General Administration (Continued)

8. Develop budgets and monitor program expenditures

Example: Track CLPPP expenditures as part of the overall department budget.

9. Review technical literature

Example: Track technical literature related to children's environmental health.

10. Draft, analyze, and/or review reports, documents, correspondence and legislation

Example: Review Childhood Lead Poisoning Prevention mandates.

11. Provide general clerical support or clerical support directly associated with the above activities

12. Complete paperwork directly associated with the above activities

13. Travel time directly associated with the above activities.

Exhibit EE

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #11 OTHER ACTIVITIES**

**Medi-Cal Lead Program (Non-Claimable)**

This function is to be used by all staff to record time performing activities which are *not* specific to the administration of the Medi-Cal Lead Program.

Following are descriptions of activities that can be coded to Function #11.

1. Reach out to and inform individuals about non-Medi-Cal health programs financed by other federal and State programs

**Example:** Inform and refer staff to participate in agency sponsored mentoring programs.

2. Plan programs and develop policy for programs other than the Medi-Cal Lead Program, financed by other federal and State programs

**Example:** Develop a local program plan for the prevention of substance abuse.

3. Develop funding proposals which do not benefit the Medi-Cal population

**Example:** Develop lead hazard reduction proposal for building contractors.

4. Coordinate or participate in research activities which do not benefit the Medi-Cal population

**Example:** Research lead exposure to intensive care nurses in hospitals built before 1960.

5. Write grants for federal funding for services/activities which do not benefit the Medi-Cal population

**Example:** Write grants to train fire department staff in hazardous waste disposal.

6. Participate in health promotion activities for State or local health and environmental health department employees

**Example:** Participate in a smoking cessation project for health department employees.

7. Provide client-specific, health related services which receive funding outside the Medi-Cal Lead Program components of the CLPP Branch contract, including Targeted Case Management, services funded by another State program, private insurance, or the county health department

**Example:** Provide regular Child Health and Disability Prevention Program child care.

Exhibit EE

CLPPB/MCLP Time Study Function Code Descriptions and Examples

Function #11: Other Activities (Continued)

8. Carryout activities that are funded through other Medi-Cal Lead Program reimbursement mechanisms such as fee-for-service

Example: Use an XRF analyzer as part of an environmental investigation to learn the source of exposure for a lead poisoned child who is a Medi-Cal beneficiary.

9. Perform activities and services funded through the CLPP Branch primary contract component

Example: Provide case management services to non-Medi-Cal beneficiaries.

10. Provide clerical support directly associated with the above activities

11. Complete paperwork directly associated with the above activities

12. Travel time directly associated with the performance of the above activities.

Exhibit EE

CLPPB/MCLP Time Study Function Code Descriptions and Examples

**FUNCTION #12 PAID TIME OFF**

**Medi-Cal Lead Program (Pro-rated)**

This function is to be used by all staff to record use of paid leave, holiday, vacation, sick leave and so on. Do not record lunch time, dock time, absence without pay, or compensatory/certified time off. Compensatory/certified time off shall be recorded under Function #10, Non-Program Specific General Administration, when it is *earned*.

**DAILY WORKSHEET**

NAME:		JOB TITLE:														DATE:									
Funct Code	Type of Activity	Time of the Day																							
		7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:29	5:00	5:30	Day	
		7:29	7:59	8:29	8:59	9:29	9:59	10:29	10:59	11:29	11:59	12:29	12:59	1:29	1:59	2:29	2:59	3:29	3:59	4:29	4:59	5:29	5:59	Total	
<b>Program Time Study for Medi-Cal Lead Program PHN Case Management Services</b> <input type="checkbox"/> Case Manager <input type="checkbox"/> Supervisor <input type="checkbox"/> Support Person to Case Manager																									
A	PHN Case Management Services																								
<b>Program Time Study for Medi-Cal Lead Program Administrative Activities</b> <input type="checkbox"/> SPMP <input type="checkbox"/> Non-SPMP <input type="checkbox"/> Support Person to SPMP																									
1	Outreach																								
3	SPMP Intra/Interagency Coord., Collab., Admin.																								
4	Non-SPMP Intra/Interagency Coord., Collab., Admin.																								
5	Program Specific Administration																								
6	SPMP Training																								
7	Non-SPMP Training																								
8	SPMP Program Planning & Policy Development																								
9	Quality Management by SPMP																								
10	Non-Program Specific General Administration																								
11 A	Other Activities: CLPPP																								
11 B	Other Activities: Non-Lead																								
12	Paid Time Off																								
<b>TOTALS</b>																									
Employee's Signature:												Employee's Telephone Number:										Date:			

MONTHLY WORKSHEET

NAME:		JOB TITLE:																				MONTH:													
Funct Code	Type of Activity	Day of the Month																														Month			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total		
<b>Program Time Study for Medi-Cal Lead Program PHN Case Management Services</b> <input type="checkbox"/> Case Manager <input type="checkbox"/> Supervisor <input type="checkbox"/> Support Person to Case Manager																																			
A	PHN Case Management																																		
<b>Program Time Study for Medi-Cal Lead Program Administrative Activities</b> <input type="checkbox"/> SPMP <input type="checkbox"/> Non-SPMP <input type="checkbox"/> Support Person to SPMP																																			
1	Outreach																																		
3	SPMP Intra/Interagency Coord., Collab., Admin.																																		
4	Non-SPMP Intra/Interagency Coord., Collab., Admin.																																		
5	Program Specific Administration																																		
6	SPMP Training																																		
7	Non-SPMP Training																																		
8	SPMP Program Planning & Policy Development																																		
9	Quality Management by SPMP																																		
10	Non-Program Specific General Administration																																		
11 A	Other Activities: CLPPP																																		
11 B	Other Activities: Non-Lead																																		
12	Paid Time Off																																		
<b>TOTALS</b>																																			
Employee's Signature:		Employee's Telephone Number:										Date:					Supervisor's Signature:					Date:													

Exhibit FF  
 CLPPB/MCLP Time Study Function Code Descriptions and Examples

**Exhibit F**  
**LEAD POISONING FOLLOW-UP FORM**

<b>PATIENT INFORMATION</b>		Date of birth	Age Yrs.    Mos.	Local ID No.	Case closed <input type="checkbox"/> Yes
Last name		First name		Middle name	
A.K.A. Last name		A.K.A. First name		A.K.A. Middle name	
Race (If more than one race indicated, choose race of mother)					Ethnicity
<input type="checkbox"/> Native American/Alaskan	<input type="checkbox"/> Asian: If Asian/Pacific Islander, please specify	<input type="checkbox"/> Asian Indian	<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Samoan	<input type="checkbox"/> Hmong
<input type="checkbox"/> Black/African American		<input type="checkbox"/> Chinese	<input type="checkbox"/> Korean	<input type="checkbox"/> Japanese	<input type="checkbox"/> Filipino
<input type="checkbox"/> White	<input type="checkbox"/> Don't know	<input type="checkbox"/> Male	Language spoken at home	Was interview in English?	Social Security No.
<input type="checkbox"/> Other:	<input type="checkbox"/> Female			<input type="checkbox"/> Yes <input type="checkbox"/> No	Medi-Cal No.
Address at case identification (If address changes, enter new address on Page 4)				Census tract No.	Parcel No.
City		County	State	Zip code	If child lost to follow-up, is this the last known address? <input type="checkbox"/> Yes
Home phone	Message phone / Alternate contact	Dwelling type <input type="checkbox"/> Single family <input type="checkbox"/> Multiple unit	Ownership type <input type="checkbox"/> Owner occupied <input type="checkbox"/> Public <input type="checkbox"/> Publicly subsidized (Section 8) <input type="checkbox"/> Rental <input type="checkbox"/> Other:		
Site type <input type="checkbox"/> Primary <input type="checkbox"/> Former	Notes about address			Resided from	Resided until
Estimated year built	<input type="checkbox"/> Pre 1920	<input type="checkbox"/> 1920-1939	<input type="checkbox"/> 1940-1949	<input type="checkbox"/> 1950-1959	<input type="checkbox"/> 1960-1979
	<input type="checkbox"/> 1980+	<input type="checkbox"/> Don't Know			
Owner (If different from occupant)	Name		Phone		
	Address				
Parent / Guardian	Relationship		Daytime phone		

**ASSOCIATED CASES**

Name	Local ID No.	(circle one)	Date of birth	Relationship to case (circle one)			
		Index case	/ /	Sibling	Other household member	Work-related	Neighbor
		Secondary	/ /	Daycare	Other shared exposure:		
		Index case	/ /	Sibling	Other household member	Work-related	Neighbor
		Secondary	/ /	Daycare	Other shared exposure:		
		Index case	/ /	Sibling	Other household member	Work-related	Neighbor
		Secondary	/ /	Daycare	Other shared exposure:		

**BLOOD RESULTS**

PbB, µg/dL	Method	Date drawn	Analyzing laboratory	PbB, µg/dL	Method	Date drawn	Analyzing laboratory
	<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /			<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /	
	<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /			<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /	
	<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /			<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /	
	<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /			<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /	
	<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /			<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /	
	<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /			<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /	
	<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /			<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /	
	<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /			<input type="checkbox"/> Venous <input type="checkbox"/> Capillary	/ /	







**Exhibit F  
LEAD POISONING FOLLOW-UP FORM**

Name \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_

**ADDRESS HISTORY**

*List all child's residences for the past year, other addresses where child regularly spends >4 hours/week, or any new address if child moves.*

Number & street		City		County		State		Zip code	
Resided/spent time		From:	Until:	Phone		Notes about address			
Dwelling type		Ownership type							
<input type="checkbox"/> Single family <input type="checkbox"/> Multiple unit		<input type="checkbox"/> Owner occupied <input type="checkbox"/> Rental <input type="checkbox"/> Publicly subsidized (Sec 8) <input type="checkbox"/> Public <input type="checkbox"/> Other							
Site type		Daycare / Babysitter		Former address		Mailing address		If the child is lost to follow-up, is this the last known address? <input type="checkbox"/> Yes	
<input type="checkbox"/> Primary address <input type="checkbox"/> Relative / Friend / Neighbor		<input type="checkbox"/> Preschool / School <input type="checkbox"/> Other:							
Estimated year built		Census tract No.		Parcel No.					
<input type="checkbox"/> Pre 1920 <input type="checkbox"/> 1920-1939 <input type="checkbox"/> 1940-1949 <input type="checkbox"/> 1950-1959 <input type="checkbox"/> 1960-1979 <input type="checkbox"/> 1980+ <input type="checkbox"/> Don't Know									
Owner (if different from occupant)		Name		Phone					
		Address							
Number & street		City		County		State		Zip code	
Resided/spent time		From:	Until:	Phone		Notes about address			
Dwelling type		Ownership type							
<input type="checkbox"/> Single family <input type="checkbox"/> Multiple unit		<input type="checkbox"/> Owner occupied <input type="checkbox"/> Rental <input type="checkbox"/> Publicly subsidized (Sec 8) <input type="checkbox"/> Public <input type="checkbox"/> Other							
Site type		Daycare / Babysitter		Former address		Mailing address		If the child is lost to follow-up, is this the last known address? <input type="checkbox"/> Yes	
<input type="checkbox"/> Primary address <input type="checkbox"/> Relative / Friend / Neighbor		<input type="checkbox"/> Preschool / School <input type="checkbox"/> Other:							
Estimated year built		Census tract No.		Parcel No.					
<input type="checkbox"/> Pre 1920 <input type="checkbox"/> 1920-1939 <input type="checkbox"/> 1940-1949 <input type="checkbox"/> 1950-1959 <input type="checkbox"/> 1960-1979 <input type="checkbox"/> 1980+ <input type="checkbox"/> Don't Know									
Owner (if different from occupant)		Name		Phone					
		Address							
Number & street		City		County		State		Zip code	
Resided/spent time		From:	Until:	Phone		Notes about address			
Dwelling type		Ownership type							
<input type="checkbox"/> Single family <input type="checkbox"/> Multiple unit		<input type="checkbox"/> Owner occupied <input type="checkbox"/> Rental <input type="checkbox"/> Publicly subsidized (Sec 8) <input type="checkbox"/> Public <input type="checkbox"/> Other							
Site type		Daycare / Babysitter		Former address		Mailing address		If the child is lost to follow-up, is this the last known address? <input type="checkbox"/> Yes	
<input type="checkbox"/> Primary address <input type="checkbox"/> Relative / Friend / Neighbor		<input type="checkbox"/> Preschool / School <input type="checkbox"/> Other:							
Estimated year built		Census tract No.		Parcel No.					
<input type="checkbox"/> Pre 1920 <input type="checkbox"/> 1920-1939 <input type="checkbox"/> 1940-1949 <input type="checkbox"/> 1950-1959 <input type="checkbox"/> 1960-1979 <input type="checkbox"/> 1980+ <input type="checkbox"/> Don't Know									
Owner (if different from occupant)		Name		Phone					
		Address							
Number & street		City		County		State		Zip code	
Resided/spent time		From:	Until:	Phone		Notes about address			
Dwelling type		Ownership type							
<input type="checkbox"/> Single family <input type="checkbox"/> Multiple unit		<input type="checkbox"/> Owner occupied <input type="checkbox"/> Rental <input type="checkbox"/> Publicly subsidized (Sec 8) <input type="checkbox"/> Public <input type="checkbox"/> Other							
Site type		Daycare / Babysitter		Former address		Mailing address		If the child is lost to follow-up, is this the last known address? <input type="checkbox"/> Yes	
<input type="checkbox"/> Primary address <input type="checkbox"/> Relative / Friend / Neighbor		<input type="checkbox"/> Preschool / School <input type="checkbox"/> Other:							
Estimated year built		Census tract No.		Parcel No.					
<input type="checkbox"/> Pre 1920 <input type="checkbox"/> 1920-1939 <input type="checkbox"/> 1940-1949 <input type="checkbox"/> 1950-1959 <input type="checkbox"/> 1960-1979 <input type="checkbox"/> 1980+ <input type="checkbox"/> Don't Know									
Owner (if different from occupant)		Name		Phone					
		Address							
Number & street		City		County		State		Zip code	
Resided/spent time		From:	Until:	Phone		Notes about address			
Dwelling type		Ownership type							
<input type="checkbox"/> Single family <input type="checkbox"/> Multiple unit		<input type="checkbox"/> Owner occupied <input type="checkbox"/> Rental <input type="checkbox"/> Publicly subsidized (Sec 8) <input type="checkbox"/> Public <input type="checkbox"/> Other							
Site type		Daycare / Babysitter		Former address		Mailing address		If the child is lost to follow-up, is this the last known address? <input type="checkbox"/> Yes	
<input type="checkbox"/> Primary address <input type="checkbox"/> Relative / Friend / Neighbor		<input type="checkbox"/> Preschool / School <input type="checkbox"/> Other:							
Estimated year built		Census tract No.		Parcel No.					
<input type="checkbox"/> Pre 1920 <input type="checkbox"/> 1920-1939 <input type="checkbox"/> 1940-1949 <input type="checkbox"/> 1950-1959 <input type="checkbox"/> 1960-1979 <input type="checkbox"/> 1980+ <input type="checkbox"/> Don't Know									
Owner (if different from occupant)		Name		Phone					
		Address							

**Exhibit F  
LEAD POISONING FOLLOW-UP FORM**

**Name:** \_\_\_\_\_ **D.O.B** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CHILD EXPOSURE**

**Mobility and Behavior**

<i>Has patient lived outside of the U.S. in the last year?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	<b>Months in U.S.</b>
<i>Has patient traveled outside of the U.S. in the last month?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	<b>Where?</b>
<i>Has patient traveled outside of the U.S. in the last year?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	
<i>Note where child spends time when at home (living room, bedroom, bathroom, backyard). Also note typical activities.</i>		
_____		
_____		
<i>Places child spends time, other than home. Check all that apply (Add location to Address History page 4. Consider site investigation if appropriate.)</i>		
<input type="checkbox"/> None <input type="checkbox"/> Daycare / Baby-sitter <input type="checkbox"/> Preschool / School <input type="checkbox"/> Relative / Friend / Neighbor <input type="checkbox"/> Other:		
<i>Has child been seen eating paint?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know		
<i>Has child been seen eating soil?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know		
<i>Has child been seen eating other nonfood items?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <i>Please specify:</i>		

**Home Remedies/Traditional Medicines**

<i>Does your family ever use any home remedies?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	
<input type="checkbox"/> Azarcon <input type="checkbox"/> Greta <input type="checkbox"/> Paylooh <input type="checkbox"/> Other home remedy:	<b>Sampled?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Was remedy given to case?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	<i>List other household members given remedy</i>
<i>Date last given to case</i> ____/____/____	<i>How much is given to case?</i> <input type="checkbox"/> Pinch <input type="checkbox"/> 1/2 teaspoon <input type="checkbox"/> Teaspoon <input type="checkbox"/> Tablespoon <input type="checkbox"/> > Tablespoon
<i>How many times given to case?</i> <input type="checkbox"/> One time <input type="checkbox"/> Two times <input type="checkbox"/> Three times <input type="checkbox"/> Four times <input type="checkbox"/> Five times <input type="checkbox"/> > Five times <input type="checkbox"/> Don't Know	<i>How often?</i> <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Only
	<i>Given to how many adults?</i>
	<i>Given to how many children ≤ 5?</i>
	<i>Given to how many children 6-16?</i>

**Pottery/Utensils**

<i>Do you have any imported or handmade ceramics in the household?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know			
<i>List any imported or handmade ceramics</i>	<i>Describe its use</i>	<b>Sampled?</b>	<b>Did child ever use?</b>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Out of what does the patient usually eat and drink?</i>			

**Cosmetics**

<i>Are any of these cosmetics ever used in the household?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	
<input type="checkbox"/> Kohl <input type="checkbox"/> Surma <input type="checkbox"/> Ceruse <input type="checkbox"/> Other:	<b>Sampled ?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Were cosmetics used by case?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	<i>How long used?</i>
	<i>List other household members using cosmetic</i>
	<i>Total No. of people in house who used cosmetic</i>

**Other Potential Sources Investigated** *(Lead soldered cans, imported candy, lead shot, prenatal exposure, miniblinds, etc.)*

<i>Other potential sources investigated?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Source</b>	<b>Describe use / Exposure to case</b>	<b>Duration of use / Exposure</b>	<b>Sampled</b>
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Do test results for any of these samples indicate them as a potential source of exposure?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know			





**ENVIRONMENTAL INVESTIGATION**

**Request and Report Form**

(Use a separate form for each address)

**Case Information**

(Delete name prior to external use)

Name \_\_\_\_\_

Address sampled \_\_\_\_\_

City/County/Zip Code \_\_\_\_\_

Local ID \_\_\_\_\_ State ID \_\_\_\_\_

**Local Health Department Information**

REHS \_\_\_\_\_

I/A # \_\_\_\_\_ Expiration Date / /

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date collected / /

**Laboratory Information**

Name \_\_\_\_\_

Lab address \_\_\_\_\_

Phone \_\_\_\_\_

*For Lab Use Only*

Project ID \_\_\_\_\_ LN \_\_\_\_\_

Checked by \_\_\_\_\_ Analyst \_\_\_\_\_

Received / / Reported / /

**Site & sampling map**

**Exhibit F  
LEAD POISONING FOLLOW-UP FORM**

Address sampled \_\_\_\_\_ Lab name \_\_\_\_\_

Local ID \_\_\_\_\_

**Lab Paint Chip Samples (ppm)**

Date collected \_\_\_\_/\_\_\_\_/\_\_\_\_

Sample No.	Location	Room/Side per HUD	Component	Condition (per HUD)	Substrate/Color	Lab Sample ID	Result (ppm)	Result ≥Std.
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Window sash <input type="checkbox"/> Window sill <input type="checkbox"/> Door <input type="checkbox"/> Wall <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Drywall <input type="checkbox"/> Plaster <input type="checkbox"/> Metal <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Window sash <input type="checkbox"/> Window sill <input type="checkbox"/> Door <input type="checkbox"/> Wall <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Drywall <input type="checkbox"/> Plaster <input type="checkbox"/> Metal <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Window sash <input type="checkbox"/> Window sill <input type="checkbox"/> Door <input type="checkbox"/> Wall <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Drywall <input type="checkbox"/> Plaster <input type="checkbox"/> Metal <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Window sash <input type="checkbox"/> Window sill <input type="checkbox"/> Door <input type="checkbox"/> Wall <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Drywall <input type="checkbox"/> Plaster <input type="checkbox"/> Metal <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Window sash <input type="checkbox"/> Window sill <input type="checkbox"/> Door <input type="checkbox"/> Wall <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Drywall <input type="checkbox"/> Plaster <input type="checkbox"/> Metal <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Window sash <input type="checkbox"/> Window sill <input type="checkbox"/> Door <input type="checkbox"/> Wall <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Drywall <input type="checkbox"/> Plaster <input type="checkbox"/> Metal <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Window sash <input type="checkbox"/> Window sill <input type="checkbox"/> Door <input type="checkbox"/> Wall <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Drywall <input type="checkbox"/> Plaster <input type="checkbox"/> Metal <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No

**Lab Bare Soil Samples (ppm)**

Sample No.	XRF Reading No. (if confirmatory)	Location	Side per HUD (A, B, C, D)	Lab Sample ID	Result (ppm)	Result ≥Std.
		<input type="checkbox"/> Dripline <input type="checkbox"/> Play area <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Dripline <input type="checkbox"/> Play area <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Dripline <input type="checkbox"/> Play area <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Dripline <input type="checkbox"/> Play area <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No

**Chain of Custody**

Date	Relinquished by	(Signature)	Date	Received by	(Signature)
____/____/____	_____	_____	____/____/____	_____	_____
____/____/____	_____	_____	____/____/____	_____	_____
____/____/____	_____	_____	____/____/____	_____	_____

**Exhibit F  
LEAD POISONING FOLLOW-UP FORM**

Address sampled \_\_\_\_\_ Lab Name \_\_\_\_\_

Local ID \_\_\_\_\_

Date collected \_\_\_\_/\_\_\_\_/\_\_\_\_

**Lab Dust Wipe Samples ( $\mu\text{g}/\text{ft}^2$ )**

Sample No.	XRF Reading No. (if confirmatory)	Location	Room/Side per HUD	Component	Component Condition	Dimensions	Lab Sample ID	Result ( $\mu\text{g}$ )	Result ( $\mu\text{g}/\text{ft}^2$ )	Result $\geq$ Std.
		<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:				<input type="checkbox"/> Yes <input type="checkbox"/> No

**Other Samples (pottery, imported products, water, etc.)**

Sample No.	Type of sample	Description, Location, Comments Pottery: inside/outside tested Water: first draw sample, kitchen, faucet	Test Kit	Lab Sample ID	Result	Units
	<input type="checkbox"/> Cosmetic <input type="checkbox"/> Pottery <input type="checkbox"/> Home remedy <input type="checkbox"/> Water <input type="checkbox"/> Other:		<input type="checkbox"/> Positive <input type="checkbox"/> Negative			
	<input type="checkbox"/> Cosmetic <input type="checkbox"/> Pottery <input type="checkbox"/> Home remedy <input type="checkbox"/> Water <input type="checkbox"/> Other:		<input type="checkbox"/> Positive <input type="checkbox"/> Negative			
	<input type="checkbox"/> Cosmetic <input type="checkbox"/> Pottery <input type="checkbox"/> Home remedy <input type="checkbox"/> Water <input type="checkbox"/> Other:		<input type="checkbox"/> Positive <input type="checkbox"/> Negative			

**Chain of Custody**

Date	Relinquished by	(Signature)	Date	Received by	(Signature)
____/____/____	_____	_____	____/____/____	_____	_____
____/____/____	_____	_____	____/____/____	_____	_____
____/____/____	_____	_____	____/____/____	_____	_____



**Exhibit F**  
**LEAD POISONING FOLLOW-UP FORM**

Page \_\_\_\_\_ of \_\_\_\_\_

Address sampled \_\_\_\_\_ Date collected \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Local ID \_\_\_\_\_

**XRF Paint Readings (mg/cm<sup>2</sup>) Model: \_\_\_\_\_ Serial No. \_\_\_\_\_**

Calibrations - NIST 1.02 Standard Niton: K&L Mode, 20 Ssec Each RMD: Standard Mode

Calibration	Mode Used	1st Reading		2nd Reading		3rd Reading		Average of 3	PCS Range
		No.	Value	No.	Value	No.	Value		
Beginning									

Testing Mode Used: \_\_\_\_\_

Reading No.	Location	Room/Side per HUD	Component	Condition (per HUD)	Substrate/Color	Reading (mg/cm <sup>2</sup> )	Result ≥Std.
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Door casing <input type="checkbox"/> Door <input type="checkbox"/> Window sash <input type="checkbox"/> Wall <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair (Slightly det.) <input type="checkbox"/> Poor (Very det.)	<input type="checkbox"/> Wood <input type="checkbox"/> Plaster <input type="checkbox"/> Drywall <input type="checkbox"/> Metal <input type="checkbox"/> Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No

Calibrations - NIST 1.02 Standard Niton: K&L Mode, 20 Ssec Each RMD: Standard Mode

Calibration	Mode Used	1st Reading		2nd Reading		3rd Reading		Average of 3	PCS Range
		No.	Value	No.	Value	No.	Value		
Ending									

**Exhibit F**  
**LEAD POISONING FOLLOW-UP FORM**

Address sampled \_\_\_\_\_ Date collected \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Local ID \_\_\_\_\_

**XRF Dust Wipe Readings ( $\mu\text{g}/\text{ft}^2$ )**

Dust standard range _____ $\mu\text{g}$	Final Calibration (60 Ssec x 4) Reading No. _____ Value _____
--	--

Reading No.	Location	Room/Side per HUD	Component	Component Condition	Dimensions	Reading ( $\mu\text{g}$ )	Result ( $\mu\text{g}/\text{ft}^2$ )	Result $\geq$ Std.
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/> Living Room <input type="checkbox"/> Bedroom <input type="checkbox"/> Bathroom <input type="checkbox"/> Kitchen <input type="checkbox"/> Other: Side: A B C D	<input type="checkbox"/> Floor <input type="checkbox"/> Window well <input type="checkbox"/> Window sill <input type="checkbox"/> Other:	<input type="checkbox"/> Fair <input type="checkbox"/> Poor	<input type="checkbox"/> 12" x 12" <input type="checkbox"/> Other:			<input type="checkbox"/> Yes <input type="checkbox"/> No

**XRF Bare Soil Readings (ppm)**

Medium NIST std. 1162 ppm Range: 1046 - 1278 ppm	Calibration Reading (60Ssec) Reading No. _____ Value _____
---	---

Reading No.	Location	Side per HUD (A, B, C, D)	Test Type	Reading (ppm)	Result $\geq$ Std.
	<input type="checkbox"/> Dripline <input type="checkbox"/> Play area <input type="checkbox"/> Other source:		<input type="checkbox"/> Surface <input type="checkbox"/> Test Cup		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Dripline <input type="checkbox"/> Play area <input type="checkbox"/> Other source:		<input type="checkbox"/> Surface <input type="checkbox"/> Test Cup		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Dripline <input type="checkbox"/> Play area <input type="checkbox"/> Other source:		<input type="checkbox"/> Surface <input type="checkbox"/> Test Cup		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Dripline <input type="checkbox"/> Play area <input type="checkbox"/> Other source:		<input type="checkbox"/> Surface <input type="checkbox"/> Test Cup		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Dripline <input type="checkbox"/> Play area <input type="checkbox"/> Other source:		<input type="checkbox"/> Surface <input type="checkbox"/> Test Cup		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

**Exhibit F  
LEAD POISONING FOLLOW-UP FORM**

**ENVIRONMENTAL INVESTIGATION**

**Summary Statement**

Address sampled \_\_\_\_\_  
 City/County/Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Estimated Year Built \_\_\_\_\_  
 Case Local ID # \_\_\_\_\_  
 Medi-Cal # \_\_\_\_\_

Date of Referral     /     /     \_\_\_\_\_  
 Date of Environmental Investigation     /     /     \_\_\_\_\_  
 Date of Summary Statement     /     /     \_\_\_\_\_  
 REHS \_\_\_\_\_  
 I/A # \_\_\_\_\_ Expiration Date     /     /     \_\_\_\_\_  
 Date Environmental Exposures Corrected  
 (Clearance)     /     /     \_\_\_\_\_

Persons Present During Environmental Investigation \_\_\_\_\_

**1. Visual Assessment** (Note areas of remodeling/renovation in the last 6 months)

Exterior \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Interior \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Continued on back

**2. Number of Environmental Samples**

Sample Type	XRF			Lab				Test Kit	Other	TOTAL
	Paint	Soil	Dust	Paint (AA)	Soil (AA)	Dust (AA)	Water			
Total # of Samples Taken										
# Above Regulatory Standard								# Positive:		

**3. Summary of Sources of Exposure Identified - See Decision Logic on Page 14**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Continued on back

**4. On-Site Recommendations to Child's Parent/Guardian**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Continued on back

**5. Date of Notification to Landlord/Property Owner of Sources of Exposure Identified**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Exhibit F  
LEAD POISONING FOLLOW-UP FORM**

Address Sampled \_\_\_\_\_ Date of Environmental Investigation \_\_\_\_/\_\_\_\_/\_\_\_\_  
Local ID \_\_\_\_\_

**Sources of Exposure Identified - Decision Logic**

**Exposure Criteria - Check all criteria that apply for each sample below**

- A - Above regulatory standard
- B - Area accessible to child
- C - Child contact or ingestion
- D - Deteriorated surface
- E - Bare soil surface
- F - Proximity to exterior deteriorated paint, and/or bare soil
- G - Other \_\_\_\_\_

**Paint**

Sample/XRF No.	Type	Location/Room/Component	Applicable Exposure Criteria
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> G

No Paint Sources Identified

**Dust**

Sample/XRF No.	Type	Location/Room/Component	Applicable Exposure Criteria
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> G

No Dust Sources Identified

**Soil**

Sample/XRF No.	Type	Location/Side	Applicable Exposure Criteria
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G
	<input type="checkbox"/> XRF <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G

No Soil Sources Identified

**Other**

Sample ID No.	Type	Description	Applicable Exposure Criteria
	<input type="checkbox"/> Test Kit <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> G
	<input type="checkbox"/> Test Kit <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> G
	<input type="checkbox"/> Test Kit <input type="checkbox"/> Lab		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> G

No Other Sources Identified

**Outreach and Education Work Plan  
FY 2000-2002**

<b>Objective 1: By 6/30/02 the CLPPP Coordinator will have scheduled, convened, implemented and maintained records of eight quarterly meetings to collaborate and share information among members of the CLPPP Team.</b>			
<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>
<b>Activities to support the Objective</b>	<b>Timeframe</b>	<b>Assigned staff</b>	<b>Evaluation / Deliverables</b>
<ol style="list-style-type: none"> <li>1. Establish meeting dates and agendas for quarterly meetings.</li> <li>2. Distribute meeting notices and agendas among CLPPP Team members.</li> <li>3. Maintain a CLPPP Team contact list that includes CLPPP staff and representatives from other care provider programs (e.g. social services, CHDP, WIC, CCS, Healthy Start, Healthy Families).</li> <li>4. Solicit participation in CLPPP Team quarterly meetings from other care provider programs as appropriate and called for by CLPPP Team meeting agendas.</li> <li>5. Participate in CLPPP Team quarterly meetings.</li> <li>6. Facilitate CLPPP Team quarterly meetings and make arrangements for meeting minutes to be distributed.</li> <li>7. Include meeting agendas, attendance rosters and minutes in Progress Reports.</li> </ol>	<ol style="list-style-type: none"> <li>1. Meetings to be held each quarter by:               <ul style="list-style-type: none"> <li>• 9/30/00</li> <li>• 12/31/00</li> <li>• 3/31/01</li> <li>• 6/30/01</li> <li>• 9/30/01</li> <li>• 12/31/01</li> <li>• 3/31/02</li> <li>• 6/30/02</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. CLPPP Coordinator (CC)/PHN</li> <li>2. Administrative Clerk (AC)</li> <li>3. CC/PHN</li> <li>4. CC/PHN</li> <li>5. CC/PHN, , AC, REHS,</li> <li>6. CC/PHN</li> <li>7. CC/PHN</li> </ol>	<ul style="list-style-type: none"> <li>• Agendas, attendance rosters, and meeting notes for each meeting included in CLPPP Progress Reports to CLPPB.</li> <li>• Other documentation as developed.</li> </ul>

**Outreach and Education Work Plan  
FY 2000-2002**

<b>Objective 2:</b> By 6/30/02 the CLPPP will be able to demonstrate through data, at least a 5 percent increase in the number of blood lead tests ordered by at least eight, or all, providers in its health jurisdiction serving high-risk children ages 0-6, following an educational intervention.			
<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>
<b>Activities to support the Objective</b>	<b>Timeframe</b>	<b>Assigned staff</b>	<b>Evaluation / Deliverables</b>
<ol style="list-style-type: none"> <li>1. Identify at least eight, or all, providers serving high-risk children ages 0-6.</li> <li>2. Establish working relationships to obtain two months worth of PM160s, or other equivalent data, from all the identified providers.</li> <li>3. Using PM160s or other equivalent data, tally the number of blood lead tests ordered by each provider during a two-month period.</li> <li>4. Develop an educational intervention.</li> <li>5. Contact 50% of the identified providers to arrange for the implementation of the educational intervention.</li> <li>6. Implement the educational intervention.</li> <li>7. Obtain two months worth of post-intervention PM160s or other equivalent data on the providers who received the educational intervention.</li> <li>8. Using the PM160s or other equivalent data, tally the number of blood lead tests ordered by each provider during a two-month post-intervention period.</li> </ol>	<ol style="list-style-type: none"> <li>1. 7/1/00-8/30/00</li> <li>2. 8/1/00-10/31/00</li> <li>3. 11/1/00-11/30/00</li> <li>4. 11/1/00-1/31/01</li> <li>5. 1/1/01-1/31/01</li> <li>6. 2/1/01-3/31/01</li> <li>7. 4/1/01-5/31/01</li> <li>8. 6/1/01-6/30/01</li> </ol>	<ol style="list-style-type: none"> <li>1. CC/PHN</li> <li>2. CC/PHN, CHDP Deputy Director</li> <li>3. CC/PHN, AC</li> <li>4. CC/PHN</li> <li>5. CC/PHN</li> <li>6. CC/PHN</li> <li>7. CC/PHN</li> <li>8. CC/PHN, AC</li> </ol>	<ul style="list-style-type: none"> <li>• A description of which providers were identified and how they were identified.</li> <li>• A description of when and how data was collected prior to the educational intervention and a summary of the data collected.</li> <li>• A description of all the components of the educational intervention (initial and/or modified version) and an explanation of how this design is expected to increase the number of blood lead tests ordered by the providers.</li> <li>• A description of the design and results of the evaluation of the educational intervention (initial and/or modified), including documentation and analysis of the following:             <ul style="list-style-type: none"> <li>□ Which providers received which educational intervention (initial or modified) and when?</li> </ul> </li> </ul>

**Outreach and Education Work Plan  
FY 2000-2002**

**Objective 2 (continued):** By 6/30/02 the CLPPP will be able to demonstrate through data, at least a 5 percent increase in the number of blood lead tests ordered by at least eight, or all, providers in its health jurisdiction serving high-risk children ages 0-6, following an educational intervention.

COLUMN 1 Activities to support the Objective	COLUMN 2 Timeframe	COLUMN 3 Assigned staff	COLUMN 4 Evaluation / Deliverables
<p>9. Analyze data and report findings on the providers who received the educational intervention to CLPPB.</p> <p>10. Modify the educational intervention as needed based on evaluation findings.</p> <p>11. Contact all the remaining providers from the group initially identified to arrange for the implementation of the (modified) educational intervention.</p> <p>12. Deliver (modified) educational intervention to the identified providers that have not previously received an educational intervention.</p> <p>13. Obtain two months worth of post-intervention PM160s or other equivalent data on all providers who just received the (modified) educational intervention.</p> <p>14. Using PM160s or other equivalent data, tally the number of blood lead tests ordered by each provider during a two-month post- intervention period.</p> <p>15. Analyze data and report findings on the providers who received the (modified) educational intervention to CLPPB.</p> <p>16. Analyze all data, compare findings and share them with providers as appropriate. Report to CLPPB on all activities.</p>	<p>9. 7/1/01-7/31/01</p> <p>10. 8/1/01-8/30/01</p> <p>11. 8/1/01-8/30/01</p> <p>12. 9/1/01-10/31/01</p> <p>13. 11/1/01-12/31/01</p> <p>14. 1/1/02-1/31/02</p> <p>15. 2/1/02-2/28/02</p> <p>16. 3/1/02-6/30/02</p>	<p>9. CC/PHN</p> <p>10. CC/PHN</p> <p>11. CC/PHN</p> <p>12. CC/PHN</p> <p>13. CC/PHN</p> <p>14. CC/PHN, AC</p> <p>15. CC/PHN</p> <p>16. CC/PHN, CHDP Deputy Director</p>	<p>(continued)</p> <ul style="list-style-type: none"> <li>□ Did the providers demonstrate an increase in awareness regarding the importance of blood lead tests, following the educational intervention?</li> <li>□ Did the providers demonstrate an increase in their understanding of when it is appropriate to order a blood lead test, following the educational intervention?</li> <li>□ Did the providers express an intent to order an increased number of blood lead tests, following the educational intervention?</li> </ul> <ul style="list-style-type: none"> <li>• A description of when and how data was collected following the educational intervention and a summary of the data collected.</li> <li>• A comparison of the data collected before and after the educational intervention and conclusions drawn from the comparison.</li> </ul>

**Outreach and Education Work Plan  
FY 2000-2002**

**Objective 3 :** By June 30,2002 Stanislaus County CLPPP will attend at least 10 collaborative meetings, provide at least 4 presentations, and write at least 4 newsletter articles with the major health care organizations in the County.

COLUMN 1 Activities to support the Objective	COLUMN 2 Timeframe	COLUMN 3 Assigned staff	COLUMN 4 Evaluation / Deliverables
1. Attend all Blue Cross Managed Care meetings regarding outreach and education.	1. 7/1/00 – 6/30/02	1. CC, PHN	1. Agendas. Attendance rosters, meeting notes.
2. Develop and submit at least 4 newsletter articles (1 each 6 month period) to Blue Cross and/or other provider newsletters concerning childhood lead poisoning.	2. 7/1/00 – 6/30/02	2. CC, PHN	2. Copies of newsletter articles.
3. Attend at least 2 collaborative meetings (1 year) with CHDP/MediCal/CSA regarding outreach and education.	3. 7/2/00 – 6/30/02	2. CC, PHN	3. Agendas, meeting notes, rosters.
4. Provide at least 4 presentations (1 each 6 month period) to providers at collaborative meetings concerning childhood lead poisoning.	4. 7/1/00 – 6/30/02	4. CC, PHN, REHS	4. Outline and dates of presentation completed.



**Outreach and Education Work Plan  
FY 2000-2002**

**Objective 4 :** By June 30, 2002 Stanislaus County will provide education to patients outside of at least 40 clinics per year which serve high risk children and their families.

<p align="center"><b>COLUMN 1</b></p> <p align="center"><b>Activities to support the Objective</b></p>	<p align="center"><b>COLUMN 2</b></p> <p align="center"><b>Timeframe</b></p>	<p align="center"><b>COLUMN 3</b></p> <p align="center"><b>Assigned staff</b></p>	<p align="center"><b>COLUMN 4</b></p> <p align="center"><b>Evaluation / Deliverables</b></p>
<p>1. Schedule Community Health Worker to attend 40 clinics each year.</p> <p>2. Develop and/or review educational materials for distribution to high risk populations.</p> <p>3. Attend at least 40 clinics each year and distribute educational information to patients.</p>	<p>1. 07/01/00-06/30/02</p> <p>2. 7/1/00 – 6/30/02</p> <p>3. 8/1/00 – 6/30/02</p>	<p>1. CC</p> <p>2. CC, PHN, CHW</p> <p>3. CHW</p>	<p>1. Schedule of health clinics CHW will attend.</p> <p>2. Materials to be distributed.</p> <p>3. Schedule of health clinics CHW has attended and tally of individuals reached.</p>

**Outreach and Education Work Plan  
FY 2000-2002**

**Objective 5:** By June 30, 2002, 100% of parents/guardians of children with EBLL's 10-19ug/dl, who can be located, will be interviewed and provided educational materials and follow-up testing information.

COLUMN 1 Activities to support the Objective	COLUMN 2 Timeframe	COLUMN 3 Assigned staff	COLUMN 4 Evaluation / Deliverables
<ol style="list-style-type: none"> <li>1. Track all testing results showing EBLL's 10-19 ug/dl.</li> <li>2. Conduct interviews with all reachable parents/guardians within 2 months of result.</li> <li>3. Send educational materials to family within 1 month of interview.</li> <li>4. Contact both the parent and the provider for reminder to f/u test all children with EBLL's.</li> <li>5. If the f/u test does not show a decrease in BLL, another visit will be made.</li> </ol>	<ol style="list-style-type: none"> <li>1. 7/1/00 – 6/30/02</li> <li>2. 7/1/00 – 6/30/02</li> <li>3. 7/1/00 – 6/30/02</li> <li>4. 7/1/00 – 6/30/02</li> <li>5. 7/1/00 – 6/30/02</li> </ol>	<ol style="list-style-type: none"> <li>1. CC/PHN, AC</li> <li>2. CC/PHN, AC</li> <li>3. CC/PHN, AC</li> <li>4. CC/PHN, AC</li> <li>5. CC/PHN, AC, And/or DER</li> </ol>	<ol style="list-style-type: none"> <li>1. Testing log of EBLL's 10-19ug/dl.</li> <li>2. Log of completed interviews and/or attempt to locate.</li> <li>3. Log of who received educational materials/dates.</li> <li>4. Log of f/u reminders sent out.</li> <li>5. Log of repeat testing EBLL's and of f/u visits made.</li> </ol>

**Exhibit H**  
**CLPPP PROGRESS REPORT**  
**Contact Information**

**Refer to the Progress Report Instructions before beginning and use the supplied disk template to complete the form.**

Please mail one original copy of the report with attachments and two copies of the report without attachments to:

Department of Health Services, CLPPB  
 1515 Clay Street, Suite 1801  
 Oakland, CA 94612  
 Attention: Program Support and Development Section

- Report 1 (July-December 2000) Due by January 31, 2001
- Report 2 (January-June 2001) Due by July 31, 2001
- Report 3 (July-December 2001) Due by January 31, 2002
- Report 4 (January-June 2002) Due by July 31, 2002

Health Jurisdiction:	Contract Number:
Address:	Report Completed:
CLPPP Coordinator:	Phone:
Email:	Fax:

- Please check only if the information in the table above has changed since the last reporting period.

CLPPP Coordinator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit H**  
**CLPPP PROGRESS REPORT**  
**Outreach and Education**

**A. OUTREACH AND EDUCATION (O&E) WORK PLAN**

Respond to questions 1 through 9 for each objective in your approved O&E Work Plan.

1. State the objective as it appears in your approved O&E Work Plan.

<b>OBJECTIVE #</b> _____

2. State all activities that support the above objective as they appear in your approved O&E Work Plan. Check the appropriate box to indicate whether you have started and are on target for each activity in the current reporting period. Mark N/A if the O&E Work Plan timeframe for the activity falls outside of the current reporting period.

ACTIVITY	YES	NO	N/A
1.			
2.			
3.			
4.			
5.			
6.			
7.			

- Insert additional rows as needed.

3. State all evaluation/deliverables for the objective as they appear in your approved O&E Work Plan. Check the appropriate box to indicate whether you have started and are on target for each evaluation activity in the current reporting period. Mark N/A if the timeframe for this evaluation activity falls outside the current reporting period.

EVALUATION / DELIVERABLES	YES	NO	N/A
1.			
2.			

- Insert additional rows as needed.

**Exhibit H**  
**CLPPP PROGRESS REPORT**  
**Outreach and Education**

4. Referring to the "Activity" table in question 2 above, describe the progress made towards the above objective in this reporting period.
5. Referring to the "Evaluation/Deliverables" table in question 3, describe any impact that this program objective and the associated activities have had on the target audience in this reporting period.
6. Discuss any barriers/problems related to the above objective or activities in this reporting period and how you plan to overcome these in the future.
7. Summarize the progress made towards this objective since the beginning of the two-year contract period and discuss the cumulative impact on the target audience.
8. Describe how the CLPPB may be able to offer assistance towards the completion of this objective and its related activities.
9. Provide a list of the attached documentation.

**B. O&E ACTIVITIES NOT INCLUDED IN THE O&E WORK PLAN**

1. Provide a narrative description of any childhood lead related O&E activities not included in your approved O&E Work Plan but implemented in this reporting period. Indicate how each activity was funded.

**Exhibit H**  
**CLPPP PROGRESS REPORT**  
**CLPPB Indicators**

**LOCAL CLPPP INDICATORS**

Please provide the information requested for the six-month reporting period. When completing this section please consult with your PHN, REHS, RD, and data management staff as needed.

<b>CASES</b>	<b>10-14.9 µg/dL</b>	<b>Single BLL 15- 19.9 µg/dL</b>	<b>2 ≥ 15 µg/dL or 1 ≥ 20 µg/dL</b>	<b>Total #</b>
1. New cases				
2. Open cases				
3. Cases closed (total)				
a) # moved				
b) # refused f/u				
c) other lost to f/u				
d) BLL met clinical case closure				

<b>CASE FOLLOW-UP</b>	<b>#</b>
4. Number of public health nursing home visits - initial:	
5. Number of public health nursing home visits – follow-up:	
6. Number of nutrition services (assessment, counseling, or therapy) provided by a Registered Dietitian (RD) or Public Health Nutritionist:	
7. Number of environmental investigations conducted by an REHS:	
8. Number of environmental investigations where paint, dust, or soil sources of exposure were identified:	
9. Number of letters to property owners or "Notices of Violation" issued as a result of environmental investigations:	
10. Number of emergency clean-ups performed:	
11. Number of environmental investigations – follow-up visits:	
12. Number of residences in which clearance was achieved:	

**Exhibit H**  
**CLPPP PROGRESS REPORT**  
**CLPPB Indicators**

13. Number of "Orders to Abate" issued to property owners:	
14. Number of residences in which environmental follow-up is ongoing:	

<b>CASE MANAGEMENT</b>	<b>Always</b>	<b>Usually</b>	<b>Sometimes</b>	<b>Never</b>
15. During case management of a lead-burdened child, our CLPPP routinely makes assessments and referrals for WIC status.				
16. Our CLPPP routinely makes assessments and referrals for Healthy Families.				
17. Our CLPPP routinely makes other referrals (e.g., housing, Head Start, Immunization).				
18. We are providing services for children with a single BLL of 15-20 µg/dL.				
19. We are providing services for children with BLLs < 15 µg/dL.				
20. During case management of a lead-burdened child, our program routinely attempts to obtain testing for siblings or other resident children.				
21. During case management of a lead-burdened child, our program routinely attempts to obtain testing for women in the household who are pregnant				
22. When we are notified of a parent with occupationally acquired lead poisoning we arrange for the testing of any children <6 years of age.				

23. List any agencies to which your program routinely makes referrals:

24. What services are you providing for children with BLLs < 15 µg/dL?

25. If you have met with local HUD agencies in past six months please list the agencies:

**Exhibit H**  
**CLPPP PROGRESS REPORT**  
**CLPPB Indicators**

26. What types of questions, other than those related to elevated blood lead levels, do you commonly receive? How frequently?

27. Which software applications are commonly used in your CLPPP?

- |                                  |   |                                  |                                       |
|----------------------------------|---|----------------------------------|---------------------------------------|
| <input type="checkbox"/> Paradox | <input type="checkbox"/> SPSS           | <input type="checkbox"/> FoxPro  | <input type="checkbox"/> Word Perfect |
| <input type="checkbox"/> SAS     | <input type="checkbox"/> Epi-Info (CDC) | <input type="checkbox"/> Monarch | <input type="checkbox"/> Excel        |
| <input type="checkbox"/> Access  | <input type="checkbox"/> dbase          | <input type="checkbox"/> Word    | <input type="checkbox"/> Lotus 1,2,3  |

Other (specify) \_\_\_\_\_

**To be completed by local RASSCLE users only:**

Local RASSCLE Contact Person:	Current RASSCLE Version:
Address:	Date began using RASSCLE:
Title:	Phone:
Email:	Fax:

28. What types of information did you enter into RASSCLE in the past six months?

- Blood Results only (includes patients and address)
- Follow-up Information
- Environmental Results
- None

29. Which "Case Definition" categories and criteria do you use (To check in RASSCLE, go to **System Settings** in the **Edit** menu)?

- State/CDC criteria (2 BLLs  $\geq$  15 $\mu$ g/dL or 1 BLL  $\geq$  20 $\mu$ g/dL)
- Other (specify) \_\_\_\_\_

30. Are you using Local RASSCLE to track follow-up on those children who have BLLs between 10 $\mu$ g/dL and 15 $\mu$ g/dL?



**Exhibit H**  
**CLPPP PROGRESS REPORT**  
**CLPPB Indicators**

Yes       No

31. Did you perform a "back-up" of your RASSCLE data on a regular basis?

Yes       No

How often?

Individual Workstation Back-up       Network Back-up

32. Were the "Cleaning Lists" in RASSCLE Tools run and cleaned?

Yes       No

33. Did you store case management information in other spreadsheets or databases?

Yes       No

Please describe:

### CONTRACT UNIFORMITY

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, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used in this agreement with reference to State and/or federal funds, 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.
2. As used herein, fringe benefits do not include:
  - a. 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.
  - b. Director's and executive committee member's fees
  - c. Incentive awards and/or bonus incentive pay
  - d. Allowance for off-site pay
  - e. Location allowances
  - f. Hardship pay
  - g. Cost-of-living differentials
3. Specific allowable fringe benefits include:
  - a. 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, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
  - a. Be necessary and reasonable for the performance of the contract.
  - b. Be determined in accordance with generally accepted accounting principles.
  - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. It is agreed by both parties that any and all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
  - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).
  - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).
  - c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, cannot be claimed as an allowable cost (See example on page 2).

**Contract Uniformity**  
**Earned/Accrued Compensation Examples**

Example No. 1:

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

Example No. 2:

If during a three-year (multiple year) contract 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).

Example No. 3:

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

**Travel Reimbursement Information  
Effective November 1, 1999**

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.
  - a. Reimbursement shall be at the rates established for nonrepresented/excluded state employees.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

<b>Travel Location / Area</b>	<b>Reimbursement Rate</b>
Statewide Non-High Cost Area	\$ 84.00 plus tax
High Cost Areas including the following counties: Alameda, San Francisco, San Mateo, Santa Clara and Central and Western Los Angeles (L.A.). Central and Western L.A. is the territory bordered by Sunset Blvd. On the north, the Pacific Ocean on the West, Imperial Blvd./Freeway 105 on the South and Freeways 110, 10, and 101 on the East.  Central and Western L.A. includes downtown L.A., Englewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.	\$110.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

<b>Meal / Expense</b>	<b>Reimbursement Rate</b>
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-or-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be 31 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of 31 cents per mile without certification and up to 37 cents per mile with certification. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Travel Reimbursement Guide**

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> <li>• Travel period ends at least one hour after the regularly scheduled workday ends, or</li> <li>• Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m.</li> </ul>	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

## CONTRACTOR'S RELEASE

### Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to **contract number** \_\_\_\_\_ entered into between the State of California Department of Health Services and the Contractor (identified below), the Contractor does hereby 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 [Enter "percentage value" or "zero"] \_\_\_\_\_ percent of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

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

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

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

### Patents / Other Issues

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

Contractor's Legal Name (As on contract): \_\_\_\_\_

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

Date: \_\_\_\_\_

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

**DHS Distribution:**    Accounting (Original)    Program    CMU contract file

## **Definition of Terms, Acronyms, And Listing of Citations**

**Appropriate case management** means 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.

**Case closure** means case management is concluded and a case is closed because:

- 1) two blood lead levels indicate less than 10 µg/dL or three blood lead levels indicate less than 15 µg/dL, or
- (2) one of the following has occurred (a) the lead poisoned child moved without a forwarding address; (b) the lead-poisoned child's family refused follow-up; the lead-poisoned child was referred to another health jurisdiction; or (c) the Contractor received no response from the health care provider; or (d) other.

**Case definition** means two blood lead level test results, taken at least 30 days apart, that are equal to or greater than 15 µg/dL or one blood lead level test result equal to or greater than 20 µg/dL in a child from 0 to 21 years of age.

**Case Identification and Outreach and Education (O&E) Work Plan** means the form used to document outreach and education work, staff and timeframes. The O&E Work Plan is developed as specified in Exhibit G.

**CCS** - California Children Services

**CHDP** - Child Health and Disability Prevention

**CLPPB** - Childhood Lead Poisoning Prevention Branch

**CLPPB Program Letter** means 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

**CLPPP Team Quarterly Meetings** means on-site quarterly meetings of the CLPPP Coordinator, PHN, REHS, Health Educator and Registered Dietician.

## Exhibit L

### Definition of Terms, Acronyms and Listing of Citations

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

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

**EPSDT-SS - Early and Periodic Screening, Diagnosis and Treatment-Supplement Services** means 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 Regulations Sections 51242, 51340.1, and 51532.2)

**Lead Inspector/Assessor** means an individual who has received a certificate from the Department as a 'certified lead inspector/assessor' in accordance with Section 35001 *et seq.* of Title 17 of the California Code of Regulations.

**Lead poisoned child** means a child with a venous blood lead level of 10 µg/dL or greater.

**Lead Poisoning Follow-Up Form** means the form used to document essential demographic, medical, social and environmental information about the lead poisoned child, the child's family, and environment. (CLPPB Program Letter 98-02)

**Medi-Cal Administrative Activities** are necessary for the proper and efficient administration of activities in support of PHN Case Management Services provided to Medi-Cal beneficiaries that meet the case definition of lead poisoning. Administrative Activities as used within the Childhood Lead Poisoning Prevention Program Medi-Cal Lead, are further defined in CLPPB Program Letters 96-1, 97-11, and 98-01.

**Medi-Cal Lead Program (MCLP)** means the Medi-Cal Lead Program (MCLP) in the State Department of Health Services which coordinates Medi-Cal funding for lead-related services and activities provided to Medi-Cal beneficiaries with elevated blood lead levels. The four components of the MCLP are: PHN lead poisoning case management services, Medi-Cal Administrative Activities (termed Administrative Activities within MCLP), Environmental Investigations provided by Registered Environmental Health Specialists (REHS) as an EPSDT-SS, and Medical Nutrition Assessment and Therapy provided by Registered Dietitians (RD) as an EPSDT Supplemental Service. (CLPPB Program Letter 96-1)



## Exhibit L

### Definition of Terms, Acronyms and Listing of Citations

**MCH** – Maternal and Child Health

**MCLP** – Medi-Cal Lead Program

**PHN** – Public Health Nurse, a person licensed and certified in accordance with California Business and Professions Code sections 2725 *et seq.* and 2816 *et seq.*

**PHN Lead Poisoning Case Management Services** means direct services as defined in the State Plan Amendment 96-014 to the State Medicaid (Medi-Cal) Plan, Title XIX of the Social Security Act and are reimbursed by Medi-Cal within the Medi-Cal Lead Program (MCLP) budget component. PHN lead poisoning case management services include needs assessments, setting of objectives related to needs, individualized service planning, service scheduling, and periodic evaluation of service effectiveness. Case management services ensure that the changing needs of the Medi-Cal eligible person are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs.

**Regional Meetings** means routine meetings (often quarterly) that bring together CLPPB and regional CLPPP for programmatic development that occur geographically throughout California.

**REHS** - Registered Environmental Health Specialist, environmental health professional educated and trained within the field of environmental health who is registered in accordance with Health and Safety Code Division 104, Chapter 4, Article 1, Section 106615 *et seq.*

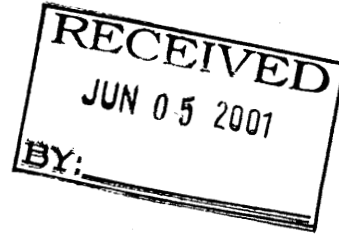
**WIC** – Women, Infants and Children Supplemental Food

**XRF (XRF Instrument)** – X-ray Fluorescence (Instrument)

**XRF** - a portable radiation instrument that provides onsite quantitative readings of lead in paint, dust, and soil.

**DEPARTMENT OF HEALTH SERVICES**

714/744 P STREET  
 P.O. BOX 942732  
 SACRAMENTO, CA 94234-7320  
 (916) 327-5425



May 31, 2001

John Walker, M.D.  
 Health Officer  
 Stanislaus County  
 820 Scenic Drive  
 Modesto, CA 95350

Dear Dr. Walker:

**SUBJECT: LOCAL LEAD AGENCY ALLOCATION AGREEMENT**  
**FUNDING PERIOD – JULY 1, 2001 THROUGH JUNE 30, 2002**  
 Program Letter 01-05

This letter is confirmation of your allocation agreement of local assistance funding to support tobacco control activities in fiscal year (FY) 2001-2002.

BOARD OF SUPERVISORS  
 2001 JUN 27 PM 2:29

### ALLOCATION

The County/City of Stanislaus will receive a local assistance allocation of \$ 150,000 as identified in Illustration 1 of the Comprehensive Tobacco Control Plan (CTCP) Guidelines, which did not change with the recent May revise of the Governor's Budget. Expenditures for this allocation should be in accordance with the approved CTCP.

Allocation of funds is contingent upon approval of the CTCP and on the enactment of the State budget. This agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of 2001 for purposes of this program.

### MANAGING YOUR ALLOCATION AGREEMENT

The Tobacco Control Section (TCS) has developed an Administrative and Policy Manual for use by all Local Lead Agency (LLA) Project Directors. It is currently being revised and updated for the 2001-2004 period. This manual covers a wide variety of administrative and policy issues which are intended to help you manage your allocation agreement throughout the year. The manual is divided into the following sections:

- Section I: Administrative issues (e.g., prospective payments, costs reports, etc.);
- Section II: The 2001-2004 Comprehensive Tobacco Control Plan Guidelines;
- Section III: TCS Policies; and
- Section IV: A place to file program letters issued throughout the year.

John Walker, M.D.  
May 31, 2001  
Page 2

Two copies of this manual will be provided to the Tobacco Control Project Director when it is ready for distribution. One copy is for the Project Director; the other is for the fiscal contact at the agency. It is the Project Director's responsibility to ensure that the fiscal contact person receives the second copy of the original manual as well as any subsequent updates/changes.

### **ACCEPTANCE OF YOUR ALLOCATION AGREEMENT**

As outlined in Program Letter 01-03, TCS, in consultation with our Legal Counsel, has developed this allocation agreement process for contracting with the LLAs. This process is similar to the process used by the Tuberculosis Program and Maternal and Child Health. This process should streamline the agreement process with the LLAs.

To acknowledge your acceptance of this agreement and the conditions attached to it, please return an original of the enclosed "Acceptance of Allocation Agreement" with an authorized signature to:

California Department of Health Services  
Tobacco Control Section  
ATTN: Diane Hightree  
P. O. Box 942732, MS 555  
Sacramento, CA 94234-7320

A Board of Supervisor's Resolution is not required with this allocation agreement. The "authorized signature" can be anyone in your agency authorized to sign such agreements. It does not need to be The Board of Supervisors.

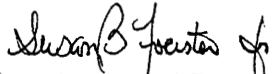
No further documentation of this agreement is necessary. **Please be advised that TCS will not process your first prospective payment invoice for FY 2001-02 until we have received this document.**

**Your first prospective payment invoice may also be delayed if your tobacco control program does not file the complete and satisfactory CTCP documents by June 15, 2001, as outlined in Program Letter 01-02, dated May 15, 2001.**

John Walker, M.D.  
May 31, 2001  
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If you have any questions, please contact your assigned Local Programs Unit staff for programmatic issues and your assigned Contract Manager for fiscal matters.

Sincerely,



Dileep G. Bal, M.D., Chief  
Cancer Control Branch

Enclosure

cc: County Fiscal Officer  
County Tobacco Control Project Director