Date MAY 2 2 2001

Hearing Date JUN 0 5 2001

TO

Honorable Board of Supervisors

FROM

Brian Zamora Duector. Public Health and Environmental Protection

SUBJECT

Agreement with State Department of Health Services Childhood Lead Poisoning

Prevention Branch

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an Agreement with the State Department of Health Services Childhood Lead Poisoning Prevention Branch

Background

Lead poisoning in children remains a major preventable public health problem. Relatively low blood lead levels (levels associated with no symptoms) can have adverse effects on the nervous system, kidneys, and other organs of young children. Higher levels, if not detected and promptly treated, may lead to death

Since January 1992. Child Health and Disability Prevention (CHDP) Program providers have been required to screen children aged six months to six years for risk of lead poisoning. Beginning January 1993, the State Childhood Lead Poisoning Prevention Program (CLPPP) has awarded funds to local health departments to support costs of home investigations, case management, surveillance, tracking, and community outreach and education. Beginning September 1, 1999, guidelines were modified such that children eligible for Medi-Cal, CHDP, Health Families or WIC should have a blood lead test at 12 months and 24 months of age.

Discussion

Performance Indicators	1998-99 Actual	1999-00 Actual	2000-01 Estimated	2001-02 Projected
Blood test results received	2,330	2,550	3,235	3,600
Children with elevated levels requiring case management or tracking	67	72	69	75
Percent of tests with blood levels less than 10mcg/dl (no lead burden)	97%	97%	98%	98%

Honorable Board of Supervisors Agreement/State Department of Health Services Childhood Lead Poisoning Prevention Branch Page 2

Term and Fiscal Impact

The maximum amount payable under the two-year agreement is \$424,052 \$209.506 for FY 2000-01 and \$214,546 for FY 2001-02 The revenue and expenses for 2001-02 have been included in the 2001-02 proposed budget for Public Health There is no net county cost for the program

Processing of this agreement was delayed due to budget modifications made by the State following its submission

RECOMMENDED

HEALTH'SERVICES DEPARTMENT

RESOLUTION NO	
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BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE DEPARTMENT OF HEALTH SERVICES FOR THE CHILDHOOD LEAD POISONING PREVENTION PROGRAM

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that,

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby the County of San Mateo shall provide childhood lead poisoning prevention and case management services, and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto

STANDARD AGREEMENT

APPROVED BY THE

STD 2 (REV 5-91)

ATTORNEY GENERAL

CONTRACT NUMBER	AM NO
00-90456	

THIS AGREEMENT, made and entered into this 1st day of July, 2000 in the

TAXPAYER S FEDERAL ID NUMBER 94-6000532 State of Cal forn a, by and between State of Cal forn a through ts duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE **AGENCY** Chief, Program Support Branch Department of Health Services hereafter called the State and CONTRACTOR S NAME San Mateo County hereafter called the Contractor

WITNESSETH That the Contractor for and n considerat on of the covenants cond t ons, agreements and stipulat ons of the State hereinafter expressed does hereby agree to furn sh to the State services and mater als 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.

١. 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 CONTRACTOR (if other than an individual state whether a corporation partnership etc.) **AGENCY** San Mateo County, a government entity Department of Health Services Public Health Division BY (AUTHORIZED SIGNATURE) Michael D. Nevin, President BY (AUTHORIZED SIGNATURE) Board of Supervisors For PRINTED NAME OF PERSON SIGNING PRINTED NAME OF AND TITLE OF PERSON SIGNING Edward Stahlberg ATTEST: Clerk of Said Board ADDRESS c/o Sally Brother, CLPPP Coordinator Chief, Program Support Branch 225 37th Avenue, San Mateo, Ca 94403 PROGRAM / CATEGORY (CODE AND TITLE) **FUND TITLE** AMOUNT ENCUMBERED BY THIS Department of General DOCUMENT Services Use Only **CLPP** Local Assistance (OPTIONAL USE) \$ 209,506.00 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT ITEM CHAPTER STATUTE FISCAL YEAR \$ 00 4260-111-0001 52 2000 2000/2001 OBJECT OF EXPENDITURE (CODE AND TITLE) TOTAL AMOUNT ENCUMBERED TO

TBA NO

DATE

BR NO

CONTRACTOR	STATE AGENCY	DEPT OF GEN SER	CONTROL
- CONTRACTOR	☐ STATE AGENCT	L DEFT OF GEN SEN	LJ CONTROL

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above

See Attached

\$ 209,506.00

SIGNATURE OF ACCOUNTING OFFICER

- 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

Contractor's Name: San Mateo County Contract Number: 00-90456

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	1	Amt Encumbered by This Document		Prior Amt Encumbered For This Contract		Total Amount Encumbered to Date	
PCA:							
51491	\$	106 950 00	\$	-	\$	106 950 00	
51492	\$	13 861 00	\$		\$	13 861.00	
51494	\$	62 726 00	\$	-	\$	62 726 00	
51493	\$	25 969 00	\$		\$	25 969 00	
TOTAL	\$	209,506.00	\$	- _	\$	209,506.00	

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 \$209 506 00
- B The maximum amount payable for the 2001-2002 Fiscal Year ending June 30, 2002 shall not exceed \$214 546.00, subject to the availability of funds
- C The maximum amount payable under this contract shall not exceed \$424 052.00

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 eight (8) 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 San Mateo County and the California State Department of Health Services.
- B. For purposes of this agreement, Sally Brother shall be designated the Childhood Lead Poisoning Prevention Program Coordinator and Contract Manager for the Contractor.

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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".

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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 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 <u>Allowable Line Item Shifts</u>.

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.

- 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 seg., 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.
 - 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.
 - 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.
- 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.
- 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

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- 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 entitles (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.

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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.
- 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.

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- (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 properly 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 funder 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

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- 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.

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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.
- I. 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

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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.

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10. STATE NONDISCRIMINATION CLAUSE AND REQUIREMENTS

- 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

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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.)

- 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.

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- 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.
- 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.

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- 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.
- The reports required by paragraph b of this clause shall include, but not be limited to, periodic d. 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

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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.
- 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.
- I. 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.

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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.
- 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,

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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

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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 man "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.

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- 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.

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- (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.

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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.

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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

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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

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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,

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- 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 lawver 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

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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

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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

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

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

1 Type of Federal Action	2. Status of Federa	al Action:	3 R	eport Type.	
a contract b grant c. cooperative agreement d loan e loan guarantee f. loan insurance	a. bid/offe b. Intital a c post-av	. –		a. initial filing b. material change For Material Change Only Year quarter date of last report	
4. Name and Address of Reporting En	Hty:	5. If Reporting Enti and Address of		o. 4 is Subawardee, Enter Name	
☐ Prime ☐ Subcr Tier _	wardee , If known:	GNG ACCIESS OF	Milio,		
Congressional District, If kr	nown:			nal District, if known	
6. Federal Department/Agency:		7. Federal Program	n Nam	e/Description:	
				licable:	
8. Federal Action Number, if known:	_	9. Award Amount,	, if knov	wn:	
10. a Name and Address of Lobbying (if individual, last name, first name		b Name and Adda (If individual, las		Lobbying Entity e, first name, Mi):	
(atta	ch Continuation She	et(s) SF-LUL-A, if nece	ssory)		
11. Amount of Payment (check all that	apply):	13. Type of Paymen	nt (che	ck all that apply):	
\$ \textsup \textsup actual	□ planned	🔲 a. retalner			
12. Form of Payment (check all that ap		D b. one-time fee			
a. cash	1	C. commission			
b. in-kind, specify: Nature		☐ d continge			
		e. deferred			
		1. other, spe			
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) Contacted, for Payment indicated in Item 11; (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A Attac	ched: Q Y	(es 🖸 No			
16 Information requested through this for U.S.C., Section 1352. This disclosure material representation of fact uplaced by the tier above when this entered into. This disclosure is requiv.S.C., Section 1352. This informatic Congress semiannually and will inspection. Any person who fails to shall be subject to a civil periotty of not more than \$100,000 for each such	of lobbying activities pon which reliance transaction was maduired pursuant to Title on will be reported to be available for put file the required disclaractions tess than \$10,000	s is a Sonature de or e 31, Print Name · the Liblic osure		Date:	
Federal Use Only:				Authorized for Local Reproduction Standard Form—LLL	

CMS instructional Bulletin No. 14 (10/91)

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
- 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 renewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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EXHIBIT A-1

CURRENT CONTRACT YEAR EQUIPMENT PURCHASED WITH STATE FUNDS

Contract No.	Date Current contract Exp	Date Current contract Expires			
Previous Contract No (if applicable)	DHS Program Name	Childhood Lead Poisoning Prevention Program			
Contractor's Name	DHS Program Liaison	Diane Spalsbury			
Complete Address	DHS Program Address	1515 Clay Street, Suite 1801			
		Oakland CA 94612			
Telephone No.:	Liaison Telephone No	(510) 622 5023			
Contractor's Contact Person.	Date of This Report				

Please Read Instrucions on Reverse Side Before Completing

(THIS IS NOT A BUDGET FORM)

State ID Tag No (If Motor Vehicle, List License No.		Description 1. Include manufacturer's name, model no , type, size, and /or capacity 2. If motor vehicle, list year, make, model no , type of vehicle (van, sedan, pick up, etc.) 3. If van, include passenger capacity.	Base Cost Per Unit	DHS Order or DHS Document No	Date Received	Senal No (If Motor Vehicle, List VIN No
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State of California Health and Welfare Agency

Department of Health Services

EXHIBIT A-2			Contract No			_ Date Contri	act Expires
ANNUAL INVE	NTORY (OF STATE-FURNISHED EQUIPMI	ENT Previous Contract No (if applicable)			-	
Contractor's Name.			Contractor's Complete Address				Contact Name
DUO Deserve Name			DUC Bures Address			Phone No	
DHS Program Name Childhood Lead Poisoning Prevention Branch			DHS Program Address	-1 04 04040		Phone No	
		ig Prevention Branch	1515 Clay Street, Suite 1801, Oaklar	na CA 94612			To-to-effice Doors
DHS Program Liais			DHS Liaison's Telephone No		Eov. /E40\ 600 E0	00	Date of This Report
Diane Spalsbu	ry A DUDOS	T FORM	Phone ⁻ (510) 622 5023		Fax ⁻ (510) 622 50	02	
(THIS IS NOT	A BUDGE	Description			DHS ASSET MGMT.	1	T T
State ID Tag No	Ì	1 Include manufacturer's name, model no	o type size and for capacity.	Base	USE ONLY	1	Senal No
(If Motor Vehicle, List License No	Quantity		no , type of vehicle (van, sedan, pick up, etc.)	Cost Per Unit	DHS Document No	Date Received	(If Motor Vehicle, List VIN No
				\$			
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Instructions:

^{1.} Copy information from Exhibit A 1 from prior contracts

^{2.} Form more information regarding listing and tagging of equipment, please call Asset Management at (911116) 323 4524

Exhibit B BUDGET Year I - 7/1/00-6/30/01

		Med	ım		
	Primary Contract	PHN Case Mgt	Administrativ		Totai
		Services	Non-Enhanced	Enhanced	Budget
Personnel	\$53 111	\$10 167	\$41 495	\$20 024	\$124 797
Fringe Benefits (30 000% of Personnel Costs)	15 498	2 178	12 340	5 245	35 261
Operating Expenses	18 241	100	200	100	18 641
Equipment	2 000	0	0	0	2 000
Travel	1 000	181	781	600	2 562
Subcontracts	0	0	0	0	0
Other Costs	10 239	0	0	0	10 239
Indirect Costs (10 000% of Total Personnel Costs)	6 861	1 235	7 910	0	16 006
Total:	\$106,950	\$13,861	\$62,726	\$25,969	\$209,506
State Funds Federal Funds	106 950.00 0.00	6 931 00	31 363 00	6 492.00 19 477.00 25 969 00	151 735.00 57 771.00 209 506 00
		6 931 00	31 363 00		57 77

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

		Med			
	Primary Contract		Administrativ	e Activities	Total
		Services	Non-Enhanced	Enhanced	Budget
Personnel	\$57 242	\$10 599	\$45 376	\$20 984	\$134 201
Fringe Benefits (30 000% of Personnel Costs)	18 947	2 574	15 300	6 234	43 055
Operating Expenses	12 683	200	100	100	13 083
Equipment	0		0		0
Travel	1 000	140	100	100	1 340
Subcontracts	0		0		0
Other Costs	5 142	0	0	0	5 142
Indirect Costs (10 000% of Total Personnel Costs)	7 619	1 317	8 789	0	17 725
Total:	\$102,633	\$14,830	\$69,665	\$27,418	\$214,546
State Funds Federal Funds Total	102 633.00 0 00 102 633 00	7 415 00	34,833 00	6 854.00 20 564 00 27,418 00	151 734.00 62 812 00 214 546 00

Exhibit C Childhood Lead Poisoning Prevention Program Quarterly Invoice

County/C ty:		CLPP Contract #:				
Federal ID #:		Fiscal Year: Quarterly Invoice #:				
Prepared by:						
Phone Number:		For Period:				
	T	T				
	CLPP Program		Medi-Cal Lead Progra			
		PHN Case Mgt	Administrat	ive Activities		
Expense Category		Services	Non-Enhanced (50/50)	Enhanced (25/75)		
Personnel	\$	\$ -	\$ -	\$ -		
Fringe Benefits (%)	-	-	-	<u> </u>		
Operating Expenses		_	_			
List Details						
Equipment	•	•	-	-		
List Minor Equipment separately						
Travel						
114401						
Subcontracts	-	-	-	-		
List separately		-				
Other Costs				-		
List separately						
Direct Costs (%)	-	-	-	-		
Column Totals:	\$ -	\$ -	\$ -	\$ -		
		Invoice Total:	\$0 00]		
2000/2001 BUDGET AMOUNT			- 40 00	<u> </u>		
	-	\$ -	\$ -	\$ -		
PCA Codes (for State use)		5/192	\$2 6 3 5 14946 C 17 5 3	15-1493 WEST		
Balance as of Previous Invoice		\$ -	\$ -	\$ -		
LESS This Invoice (use -)	\$ -	\$ -	\$ -	\$ -		
Year to Date Balance:	\$ -	\$ -	\$ -	-		
AS THE CLPPP DIRECTOR/COORDIN	ATOR, I CERTIFY THAT I	AS THE FISCAL AGENT	OR THIS AGENCY I CERT	TIFY THAT THIS		
HAVE SEEN AND REVIEWED THIS IN	IVOICE FOR COMPLIANCE	INVOICE IS BASED UPO	N ACTUAL COSTS AND TH	AT THOSE SALARIES		
WITH CLPPP ADMINISTRATIVE AND	PROGRAM POLICIES.	AND WAGES FOR MEDI-CAL LEAD PROGRAM STAFF ARE BASED ENTIRELY ON TIME STUDY DOCUMENTS.				
CLPPP DIRECTOR/COORDINATOR S	SIGNATURE / DATE	AGENCY'S FISCAL AGE	NT'S SIGNATURE /	DATE		

Exhibit C Childhood Lead Poisoning Prevention Branch Personnel Supplement to Quarterly Invoice

County/City:		Preparer's Name·	
Contract No:		Preparer's Phone No · _	
Federat ID:		Date Prepared _	

% of Annual Salary Total Funding Expense Category FTE (1) Personnel (specify below) 44 12 Traject, (1a) Personnel (no benefits) 21 23 1200 Total Salarles & Wages

	RIMARY ONTRACT
(Total n	nust be minimum
	% of CLPPP
	Allocation)
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	blic Health	Administrative Activities					
Nurs	e Case Mgt	Nor	Enhanced		nhanced		
	Services		(50/50)	(25/75)			
%	Amount	%	Amount	%	Amount		
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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.

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 <u>only</u> 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

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.

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 <u>only</u> when training is provided for or by skilled professional medical personnel (SPMP) and <u>only</u> 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.

Exhibit EF

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 <u>only</u> by skilled professional medical personnel (SPMP) and <u>only</u> 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.

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 <u>only</u> by skilled professional medical personnel and <u>only</u> 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

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.

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.

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.

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.

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.

and

Examples

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Exhibit F

LEAD POISONING FOLLOW-UP FORM

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L	<u></u>		000000.	<u> </u>		100	aycare O	mer shared	exposure			
5	1											
BLOOD RESULTS	<u> </u>							,				
PbB μg/dL Method	Date drawn	Analyzın	g laboratory	<u> </u>	bB μg/di		ethod	Date d	rawn	Analy	zıng labor	atory
☐ Venous	i					1 =	/enous		ĺ			1
Capillary Capillary				—— -			Capillary					
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Cap llary							Cap llary					
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☐ Cap llary				- 11		I	Capillary	Ι,	.			

Exhibit F

LEAD POISONING FOLLOW-UP FORM

BLOOD R	ESULTS	(cont.)										
Date	Hemoglobii	Hematocnt	Ferntın	Iron (Fe)	TIBC		Date	Hemoglobin	Нетаtоспt	Ferntin	Iron (Fe)	TIBC
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THER M	EDICAL	<u>Mana</u>	GEME	NT INFO	<u>ORMA</u>	TION						
ow was the in	ıtıal blood le	ad test paid	for?				od lead tes			_		
Private nsura	ance 🗌 Self			□ R	outine scr	een	□ <i>'</i>	Anemia / Iron	deficiency	Don't kn	ow	
☐ Medi-Cal	Don'	t know		□Kr	nown expo	sure to le	ead 🔲 S	Spec al screer	ng project	Other		
CHDP	Othe	r		□s	mptoms o	of lead po	Ison ng 🔲 f	Parental reque	est			
child anemic	? ¬\v_00		Jon't know	,	► H	as child l	been aiven	ıron supplen	nents? _	IVaa 🗆 k	lo 🗌 Doni	Langue
		NoI	JOH L KHOW	/] 1 es [] h	10	KIIOW
child on WIC	?		on t know				If NO, v	vas referral r	made?	1Ves 1	lo Don	know
										, 163		
child being m	anaged by (CCS?	′es ∏No	Don't l	know	>	_ If NO v	vas refertal r	made? _	Yes 🗆 N	lo 🗌 Don	know
		·		, CDOULT	KIIOW							
as the child ha	nd any symp	toms	∕as □N	o Ifyes sp	ocif.							
of lead poisoni	ng?	ال	e2	o ii yes sp	ecity							
									<u></u>			
rovider's last n	ame		Fırst r	name			Hocouta	il / Clinic				
Ovider 3 last II	arric		7 11017	ame			поэрна	ii / Ciiriic				
umber & stree	t					=			Phone			
· · · · · · · · · · · · · · · · · · ·				Caust						C4-4-	7	<i>d</i> -
lity				County	,					State	Zıp co	ae
									_			
HELATIC	N EPIS	ODES										
as child chelat	- 40											
as cniio cneiai	eo,	Yes 🗌 No	Don t	know								
hich agent(s)?	Check all tha	t apply	Chelatio	on start date	Did	child eve	er receive a	chelation ch	allenge tes	t? □Yes	□No □	Don t kn
] EDTA		nicillamine			- }				-			
BAL		n't know					ospitalized 1	for chelation	7 ∐ Yes	_ NO	Don t know	
Sucamer (Che			Chelatic	on end date	Whe	ere?						
Other	,		,	,								
hich agent(s)?	Check all the	et anniv	Chelatic	on start date								
EDTA		nciliamine	Un ronaut	Glart Gale	Did	child eve	er receive a	chelation cl	nallenge tes	t?∐Yes	No []	Jon t kn
BAL			1	/_	Was	child ho	ospitalized f	for chelation	?	_No □I	Don't know	
Succimer (Che	.met\ □ Dor	n't know	Chelatic	on end date					- '			
-	iiiei)				1							
Other:												
hich agent(s)?	Check all tha	it apply	Chelatio	on start date	Did	child eve	er receive a	chelation ch	nallenge tes	it? ∐ Yes	□ No □	Don't kn
EDTA	Per	nicillamine		,	ł				_			
BAL		n't know	Chalet	on end date			ospitalized 1	for chelation	:∐Yes [ווס רון.	JK	
Sucamer (Che	met)	ĺ	Crieiatic	ni enu gale	Whe	ere?						
Other		l			- 1							

10/96

LEAD	LOTZONTING	LOTTOM_OL	rokm		
	Name			D.O.B	_

nme	Position	Address	Phone		Dates assoc	ciated with ca	ise nt l
inte	Position	Address	rione		rioiii	Or	nt i
·							
						1	
						<u> </u>	
DMINISTRA	ATIVE INFO	DRMATION					
gin of case notification		JAMES TO LA	· · · · · · · · · · · · · · · · · · ·		Date local I	health dept	
-	State DHS-CLPPB	Provider Other			first notified	health dept	
						<u> </u>	
st sent to State DHS		Last sent to State DHS	Home visit done?	No	Date of firs	t home visit	
10 10	1						<u></u>
	closed	For those cases lost to follow-up, choose appropriate box	Family moved Fam	ally refused	∏ Fan	n ly referred to	o oth
☐ Yes				my reruseu	٠٠٠٠: سا		o ou.
OTES				my refused	loca	n ly referred to al health dept	
OTES				iny refused	loca	al health dept	
OTES				iny refused	loca	al health dept	
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OTES				iny refused	loca	al health dept	
OTES				iny refused	loca	al health dept	
OTES				iny refused	loca	al health dept	

Name	D.O.B , ,
	D.O.D / /

	ld s residences for the past year other addre 4 hours/week or any new address if child m		
Number & street	City	County	State Zıp code
Res ded/spent time From	Until: Phone	Notes about address	
Dwelling type Single family Multip	Ownersh p type Owner occupied	Rental Publicly subsidized (Sec 8	3) Public Dther
Site type Primary address Relative / Friend / Ne ghbor	Daycare / Babysitter Preschool / School	Former address	If the child is lost to follow-up is this the last known address? Yes
Estimated year built Pre 1920 1920-1939	☐ 1940-1949 ☐ 1960-1979 ☐ 1950-1959 ☐ 1980+	Don t Know Census tract No	Parcel No
Owner (if d fferent from Name		Phone	
occupant) Address			
Number & street	Cty	County	State Zıp code
Res ded/spent time From	Until Phone	Notes about address	
Dwelling type S ngle fam ly Mult p	Ownersh p type Owner occupied	Rental Publicly subsidized (Sec 8	3) Public Other
Site type Primary address Relative / Friend / Neighbor	Daycare / Babysitter Preschool / School	Former address Other Mailing address	If the child is lost to follow-up is this the last known address? Yes
Estimated year built	☐ 1940-1949 ☐ 1960-1979 ☐ 1950-1959 ☐ 1980+	Don t Know Census tract No	Parcel No
Owner		Phone	
(T d frem trom			
i ´ ´ Addrese			
Address Number & street	City	County	State Zıp code
Address Number & street			State Zıp code
Address	City Until Phone	County Notes about address	State Zip code
Address Number & street	Until Phone		
Address Number & street Res ded/spent time From Dwelling type	Until Phone / / Ownersh p type	Notes about address	
Address Number & street Res ded/spent time From / Dwelling type Single fam ly Multip S te type Primary address	Until Phone / / Ownersh p type le un t Owner occupied Daycare / Babys tter	Notes about address Rental Publicly subs d zed (Sec & Former address Ma ling address	Public Other If the child is lost to follow-up is this the last known
Address Number & street Res ded/spent time	Until Phone / Ownersh p type	Notes about address Notes about address Publicly subs d zed (Sec & Former address Ma ling address Other:	Public Other If the child is lost to follow-up is this the last known address? Yes
Address Number & street Res ded/spent time From / / Dwelling type Single fam ly Multip S te type Primary address Relative / Friend / Ne ghbor Estimated year built Pre 1920 1920-1939 Owner	Until Phone / Ownersh p type	Notes about address Rental	Public Other If the child is lost to follow-up is this the last known address? Yes
Address Number & street Res ded/spent time From Dwelling type Single fam ly Multip Site type Primary address Relative / Friend / Neighbor Estimated year built Pre 1920 1920-1939 Owner (fid fferent from occupant) Name	Until Phone / Ownersh p type	Notes about address Rental	Public Other If the child is lost to follow-up is this the last known address? Yes
Address Number & street Res ded/spent time From / / Dwelling type Single fam ly Multip S te type Primary address Relative / Friend / Ne ghbor Estimated year built Pre 1920 1920-1939 Owner (f d fferent from occupant) Name Address	Until Phone Ownersh p type	Notes about address Rental Publicly subs d zed (Sec & Former address Ma ling address Other: Don t Know Census tract No Phone	Public Other If the child is lost to follow-up is this the last known address? Yes Parcel No
Address Number & street Res ded/spent time	Until Phone Ownersh p type Owner occupied Daycare / Babys tter Preschool / School 1940-1949 1960-1979 1950-1959 1980+ C ty Until Phone Ownersh p type	Notes about address Rental	l) Public Other If the child is lost to follow-up is this the last known address? Yes Parcel No State Zip code
Address Number & street Res ded/spent time	Until Phone Ownersh p type	Notes about address	Public Other If the child is lost to follow-up is this the last known address? Yes Parcel No State Zip code Public Other If the child is lost to follow-up, is this the last known
Res ded/spent time	Until Phone Ownersh p type	Notes about address Rental	Public
Address Number & street Res ded/spent time	Until Phone Ownersh p type	Notes about address	Public
Res ded/spent time	Until Phone Ownersh p type	Notes about address Rental	Public

Exhibit F

LEAD POISONING FOLLOW-UP FORM	
Name:	D.O.B / /
CHILD EXPOSURE	
Mobility and Behavior	
Has patient lived outside of the U.S. in the last year? Yes No Don't know Months in	n U.S.
Has patient traveled outside of the U.S. in the last month? Yes No Don't know Where?	
Has patient traveled outside of the U.S. in the last year? Yes No Don t know	
Note where child spends time when at home (living room bedroom bathroom backyard). Also note typical activities	
Places child spends time other than home Check all that apply (Add location to Address History page 4 Consider site investigation	of appropriate)
□ None □ Daycare / Baby-sitter □ Preschool / School □ Relative / Friend / Neighbor □ Other	· · · • • • • • • • • • • • • • • • • •
Has child been seen eating paint? Yes No Don't know	
Has child been seen eating soil? Yes No Don't know	
Has child been seen eating other nonfood items? Yes No Don't know Please specify	
C C Please specify	
Home Remedies/Traditional Medicines	
Does your family ever use any home remedies? Yes No Dont know	
☐ Azarcon ☐ Greta ☐ Paylooah ☐ Other home remedy	Sampled? Yes No
Was remedy given to case? List other household members given remedy	Given to how many adults?
Yes No Dontknow	Given to how many children ≤ 5?
Date last given to How much is given to case?	
☐ Pinch ☐ 1/2 teaspoon ☐ Tablespoon ☐ > Tablespoon	Given to how many children 6-16?
How many times given to case? One time	
☐ One time ☐ Three times ☐ Five times ☐ Don't Know ☐ Daily ☐ Weekly ☐ Mo☐ Two times ☐ Pour times ☐ > Five times	onthly Annually Only
Pottery/Utensils	
Do you have any imported or handmade ceramics in the household? Yes No Don't know	
List any imported or handmade ceramics Describe its use	Sampled? Did child ever use?
	☐Yes ☐ No ☐Yes ☐ No
	☐Yes ☐No ☐Yes ☐No
Out of what does the patient usually eat and drink?	
,	
Cosmetics	
Are any of these cosmetics ever used in the household? Yes No Don't know	
☐ Kohl ☐ Surma ☐ Ceruse ☐ Other:	Sampled ? TYes No
Were cosmetics used by case? How long used? List other household members using cosmetic	Total No of people
☐Yes ☐No ☐Dontknow	in house who used cosmetic
Other Potential Sources Investigated (Lead soldered cans, imported candy, lead shot prenatal exposure	mınıblınds, etc)
Other potential sources investigated?	

Other potential sources invest	<i>tigated?</i>		
Source	Describe use / Exposure to case	Duration of use / Exposure	Sampled
			□Yes □ No
			□Yes □ No
			☐Yes ☐ No
Do test results for any of these s	amples indicate them as a potential source of exposure?	☐Yes ☐No ☐Don't know	

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TE SPECIFIC	HAZA	RDS	List Al	l Hous	eho	old Men	ibers								
Name		√ if preg- nant	Relati	on to chi	d —	Date of	birth	Ą	ge O	ccupat	ion	Da	Test ite tested	results μ	g/dL
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			***************************************				,								
			-			,	,						1 1		
	Total pe	ople in h	ousehold _		_	No of pre	egnant won	nen II	n household _			•	<u></u>	L	
No of children ≤ 5		-		No	of chil	dren 6-16		-		N	o of adi	ults			
Tested 10-19	20-44	≥45	-	Tes	ed	10-19	20-44		15	T	ested	10-19	20-44	≥45	
ke Home (Paintii	ng, radiator i	epair ba	ttery mfr	foundry w	ork i	oottery/cerar	nıcs mfr ,	scra	p metal recyc	cling fin	earm s	hooting e	tc)		
any adults in the h						No Do		TIT Y	es PHN conta rogram at (510	ct State	Occupa			Prevention	`
Who?	Desc	nbe occ	upation			at is the so d exposure			ow long do us kınd of w			hing ed before g work?	Is shower taken befo leaving wo	re blo	utine od le t?
		<u>-</u>							Yrs	Mos		Yes No	☐ Ye) Y
										IVIOS		Yes	☐ Ye	s [] Ye
nany total								<u></u>	Yrs	Mos	Chang total	No e clothes	Shower to		No tine t
bbies												7			
es anyone in the ho		_ _ _			<u> </u>	'es □No		_							
Soldering Fis	ng s nkers	Sta	ned glass	Cera	n cs	Casting			Shoot ng guns		Other	<u> </u>	bies done	is show	
Who?			What hol	bby? 	-	How long I activities b		e?	Done	where?	· 	before en home?		before e home?	nten
					-	Yrs	<u>N</u>	los				☐ Yes	□No	☐ Yes	
						Yrs	١.	los				□Yes	□No	□Yes	
	l						•••	103						1	

Page 6 of 14

Page 6

Address of site		Date of in	utial site visit _	1 1
Housing Environment / Characteristics		•		
Estimated year built	1950-1959	<u> </u>	<u> 1980+</u>	Don't Know
Remodeling, painting or renovation in last 6 months?	No Don t	know		
Remodeling, painting or revovation within the last year?	No Don't	know		
Where was most recent remodeling done?	∃Both ☐ Don't	know		
Describe:				
Is this site close to a lead industry? Yes No Don t know				
Specify				
Lead pipes or solder? Yes No Don t know		· · · · · · · · · · · · · · · · · · ·		
Water sampled?				
Notes				
Trotes				
		<u> </u>		
				
	 -			
			··	
				
			· · · · · · · · · · · · · · · · · · ·	
				
				

ENVIRONMENTAL INVESTIGATION Request and Report Form

Case Information (Delete name prior to exte	mal use)					
Name			_ Laborato	ry Informatio	on	
Address sampled			Name			
City/County/Zip Code	<u> </u>		Lab addres	ss		
Local ID	State ID	···	_ Phone			
Local Health Dep	artment Information		Fool oh Uro O	-L.		
REHS		 	For Lab Use O	nıy	LN	
I/A #	Expiration Date	1 1				
Address			Checked b	у	Analyst	
Phone	Fax		Received		Reported	
Date collected	.11		_			
Site & sampling ma	ар	 				
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Addres	s sample	d				Lab	name				
1 - 4	D-:	4 Obin	Commi	/	- \			L	ocal ID		
Lap	Pain	t Chip	Sampi	es (ppm	1)			` C	Date collected _		
Sample No.	Location		de per HUD	Compone	ent	Condition (per HUD)	Substra	te/Color	Lab Sample ID	Result (ppm)	Resul ≥Std.
	☐ Intenor ☐ Exterior	☐ Kitchen ☐ Other	Dm ☐ Bedroom ☐ Bathroom	☐ Door casing ☐ Window sash ☐ Window sill ☐ Other	□ Door □ Wall	Fa r (Slightly det) Poor (Very det.)	☐ Wood ☐ Drywall ☐ Other	☐ Plaster			☐ Yes
	☐ Interior ☐ Exterior	☐ Living Roo ☐ Kitchen ☐ Other	om 🔲 Bedroom	☐ Door casing ☐ Window sash ☐ Window sill ☐ Other	□Door □Wall	Slightly det.)	☐ Wood ☐ Drywall ☐ Other:	□ Plaster □ Metal			□ Yes
	☐ Interior ☐ Exterior	☐ Kitchen☐ Other		☐ Door casing ☐ Window sash ☐ Window sill ☐ Other	□ Door □ Wall	Fair (Slightly det.) Poor (Very det.)	☐ Wood ☐ Drywall ☐ Other	☐ Plaster ☐ Metal			□ Yes □ No
	☐ Interior ☐ Exterior	☐ Kitchen ☐ Other		☐ Door casing ☐ Window sash ☐ Window sill ☐ Other	□ Door □ Wall	Fair (Slightly det.) Poor (Very det)	□ Wood □ Drywall □ Other	☐ Plaster ☐ Metal			□ Yes
	☐ Interior ☐ Exterior	☐ Kitchen ☐ Other	om ☐ Bedroom ☐ Bathroom	☐ Door casing ☐ Window sash ☐ Window sill ☐ Other	□ Door □ Wall	Fair (Slightly det.) Poor (Very det.)	☐ Wood ☐ Drywall ☐ Other	☐ Plaster ☐ Metal			□ Yes □ No
	☐ Intenor ☐ Exterior	☐ Kitchen ☐ Other	om ☐ Bedroom ☐ Bathroom	☐ Door casing ☐ Window sash ☐ Window sill ☐ Other	□ Door □ Wall	Fair (Slightly det.) Poor (Very det.)	□ Wood □ Drywall □ Other:	☐ Plaster ☐ Metal			□Yes □No
	☐ Interior ☐ Extenor	☐ Kitchen ☐ Other	om ☐ Bedroom ☐ Bathroom	☐ Door casing ☐ Window sash ☐ Window sill ☐ Other	□ Door □ Wall	Fair (Slighly det.) Poor (Very det.)	☐ Wood ☐ Drywali ☐ Other	☐ Plaster ☐ Metal			□Yes □No
Lab	Bare	Soil S	amples	(ppm)						· -	
Sampi No.	e XRF I (if co	Reading No Infirmatory)	Loca	ntion		Side per (A B, C			.ab iple ID	Result (ppm)	Result ≥Std.
			☐ Dripline ☐ Other	☐ Play area						(PP.II)	☐ Yes
			☐ Dripline ☐ Other	☐ Play area							☐ Yes ☐ No
			☐ Dripline ☐ Other	☐ Play area							☐ Yes ☐ No
			☐ Dripline ☐ Other	☐ Play area				_			☐ Yes ☐ No
Cha	in of Co	ustody Relinquish	ed by	(Signature	;)	Date	Recei	ved by		(Sıgnature)	
				 			· · · · · · · · · · · · · · · · · · ·				
											
	0	·			Lead		w-up Form				Page 9

Address	sampled				Lat	Nam	ie						
									Loca	al ID			
Lab (Dust Wi	pe Sai	mples (µ	g/ft²)				•	Date	collecte	ed		L
Sample No	XRF Reading No (if confirmatory)	Location	Room/Side	per HUD	Сотро		Componen Condition	t Dimensions		ab ple ID	Result (µg)	Result (µg/ft²)	Result ≥Std.
	1	☐ Interior ☐ Exterior	L ving Room Kitchen Other		☐ Floor	well	☐ Far ☐ Poor	12" x 12" Other					☐ Yes ☐ No
		☐ Interior ☐ Exterior	☐ Living Room ☐ Kitchen ☐ Other		☐ Floor ☐ Window ☐ Window ☐ Other		□ Far □ Poor	☐ 12" x 12" ☐ Other					☐ Yes ☐ No
		☐ Interior ☐ Exterior	L ving Room Kitchen Other		☐ Floor ☐ Window ☐ Window ☐ Other.		☐ Far ☐ Poor	☐ 12" x 12" ☐ Other					☐ Yes ☐ No
		☐ Interior ☐ Exterior	Living Room Kitchen Other		☐ Floor ☐ Window ☐ Window ☐ Other.		□ Far □ Poor	12" x 12" Other					☐ Yes ☐ No
		☐ Interior ☐ Exterior	Living Room Kitchen Other Side A B	☐ Bathroom	☐ Floor ☐ Window ☐ Window ☐ Other		□ Far □ Poor	12" x 12" Other					□ Yes □ No
	,	☐ Interior ☐ Exterior	Living Room	☐ Bedroom ☐ Bathroom	☐ Floor ☐ Window ☐ Window ☐ Other		☐ Far ☐ Poor	☐ 12 ⁻ x 12 ⁻ ☐ Other					☐ Yes ☐ No
		☐ Intenor ☐ Exterior	Living Room Kitchen Other		☐ Floor ☐ Window ☐ Window ☐ Other		□ Far □ Poor	12" x 12" Other					☐ Yes ☐ No
Othe	r Samp	ν-	Description Pottery is of Water first of		Comments	;	ets, w	/ater, 6 Lab Sample	•	Resi	ılt	Uni	ts
	☐ Home reme					☐ Po	esitive egative						
	Cosmetic Home remainder.	Potter					ositive egative						
[[☐ Cosmetic☐ Home reme	☐ Potter edy ☐ Water		_		,	egative						
	of Custo Pate Relin	dy nquished by	y ('Signature)		Date	Re	eceived by			(Sign	ature)	
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Addrae	e cample	ed			AD POIS							,			of	
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Calıbrat	ions - NI	ST 1.02 Stand	dard	Nito	n: K&L Mo	de 20) Ssec	Each	RM	D Standa	rd M	ode				
			1;	st Read	ing		2nd Re	adıng		3rd Re	adır	ng				
Calibra		lode Used	No		Value	N	<u> </u>	Value	-	No	<u> </u>	/alue	Average	of 3	PCS	Range
Beginn											<u> </u>					
esting i Reading No.		ed n			(Compo	onent			Condition per HUD)		Substra	te/Color		adıng g/cm²)	Result ≥Std.
	□Inteno		om 🗖 B	edroom	☐ Door ca	asıng	Door		□ F	ал		□Wood	Plaster	-		
	□ Extend	Kitchen	ДВ	athroom			☐ Wall			Slightly det.)	' '	□ Drywall	Metal			☐ Yes
		Other Side: A			☐ Window ☐ Other	<u>.</u>				oor Very det)		Other				
	□Inteno				Door ca	_			□ F	ar Slightly det	VI.	□Wood	Plaster			□Yes
	Extend	Kitchen Dother		athroom	☐ Window		LI Waii		·	Poor	` '	□ Drywall □ Other	⊔ Metai			□No
		Side A	вс	D_	☐ Other					Very det)	1					
	□inteno	ļ— J			☐ Door ca	_						□Wood	Plaster			□Yes
	☐ Extend	Or Kitchen	□В	athroom			☐ Wall		·	SI ghtty det	´ '	Drywall	Metal			□ Yes □ No
		i -	вс	n	☐ Window ☐ Other	y Sili				Poor Very det)	'	Other				
	□Inteno	Living Ro			☐ Door ca	asing	Door		□ F	air	+	 □Wood	Plaster			
	☐ Extend	Kitchen		athroom	Window	v sash	☐ Wall			Slightly det) 1	□Drywall				□Yes
		Other		_	Window	v sill				oor Very det)	1	Other	ļ			□No
	- Internal	+	B C		Other				<u> </u>		+-	□Wood	□Plaster			
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	☐ Intenor ☐ Extenor	☐ Living Room ☐ Bedroom ☐ Bathroom ☐ Kitchen ☐ Other Side. A B C D	Floor Window well Window s !! Other		☐ Fair ☐ Poor		2" x 12" Other.				☐ Yes ☐ No
XRF	Bare S	oil Readings (nnm) Me	dium N	NIST std. 110	62 ppi					
Read	ding	Location	PP	nge: 1	Side per HU (A, B, C, D,	ID D		aing No		Valu ding om)	le Result ≥Std.
	T T	Oripline Play area			(1, 0, 0, 0,	<u>′</u>	Sur		(PF	,,,,	□Yes □No
		Other source					☐ Test	Cup			□Yes □No
	- 1	Oripline Play area					☐ Sur	ace			□Yes □No
		other source	- 				☐ Test	Cup			□Yes □No
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<u></u>		Dripline Play area		╁			☐ Test				□Yes □No
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		Other source					☐ Test	Cup			□Yes □No
08/29/200	(1)		Lead Pois	sonina F	ollow-up Form						Page 12

Lead Poisoning Follow-up Form

ENVIRONMENTAL INVESTIGATION

Summary Statement					Date of Referral							
Address sampled				<u>D</u> a	Date of Environmental Investigation							
City/County/Zip			····	Da	ite of Sumr	nary Stater	nent	1 1				
Phone	Estimat	ed Year B	uilt		HS							
Case Local ID #					.#		Expiration	n Date /	,			
Medi-Cal #					ite Environ learance)	mental Exp						
Persons Present During E	nvironment	al Investig	ation									
1. Visual Assessmen Exterior	t (Note a	reas of re	modeling/	renovation	in the las	t 6 months)					
Intenor												
								☐ Contu	nued on b	ack		
2. Number of Enviror	nmental	Sample	s									
Sample Type		XRF	1 =			ab	·	Test Kit	Other	TOT/		
	Paint	Soil	Dust	Paint (AA)	Soil (AA)	Dust (AA)	Water		-			
Total # of Samples Taken Above Regulatory Standard	ļ — —							# Positive	 			
3. Summary of Source	es of Ex	cposure	Identifi	ed - See	Decisio	on Logic	on Pag	ge 14 				
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4. On-Site Recomme	ndations	s to Chi	ld's Par	ent/Gua	rdian			☐ Continu	ied on ba	ck		
4. On-Site Recomme	ndations	s to Chi	ld's Par	ent/Gua	rdian			☐ Continu	ied on ba	<u>ck</u>		
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4. On-Site Recomme	ndations	s to Chi	ld's Par	ent/Gua	rdian			☐ Continu				

08/29/2000

		D POISONING FOLLOW-UP FORM	
dress Sampled _		Date of Envi	ronmental Investigation
cources of	Evnosura Idan	tified - Decision Logic	Local ID
ources or	Exhosule ideli	illieu - Decision Logic	•
Exposure (Criteria - <i>Check all</i>	criteria that apply for each sam	ple below
	ve regulatory standar a accessible to child	d	
	f contact or ingestion		
D - Dete	riorated surface		
	soil surface imity to exterior deterio	orated paint and/or bare soil	
G - Other			
Paint			
Sample/XRF No	Туре	Location/Room/Component	Applicable Exposure Criteria
	□ XRF □ Lab		□A □B □C □D □G
	☐ XRF ☐ Lab		□A □B □C □D □G
	☐ XRF ☐ Lab		□A □B □C □D □G
	☐ XRF ☐ Lab		□A □B □C □D □G
	☐ XRF ☐ Lab		□A □B □C □D □G
	☐ XRF ☐ Lab		□A □B □C □D □G
	☐ XRF ☐ Lab		DA DB DC DD DG
No Paint Source			
Sample/XRF No	Туре	Location/Room/Component	Applicable Exposure Criteria
Sample/XRF No		Location/Room/Component	
	□ XRF □ Lab		DA DB DC DD DF DG
	☐ XRF ☐ Lab		DA DB DC DD DF DG
	☐ XRF ☐ Lab		
	☐ XRF ☐ Lab		DA DB DC DD DF DG
1 No Duet Course			
No Dust Source	es identified		
,			
Soil	T		
Sample/XRF No	Туре	Location/Side	Applicable Exposure Criteria
	XRF Lab		OA DB OC DE OF OG
	☐ XRF ☐ Lab		DA DB DC DE DF DG
1 No Soil Source			DA DB DC DE DF DG
No Soil Source	5 raenunea 		
Other			
Sample ID No.	Туре	Description	Applicable Exposure Criteria
	☐ Test Kit ☐ Lab		OAOBOCODOFOG
······································	☐ Test Kit ☐ Lab		□ A □ B □ C □ D □ F □ G
	☐ Test Kit ☐ Lab		□A□B□C□D□F□G

☐ No Other Sources Identified

Objective 1: By 6/30/02 the CLPPP Coordinator will have scheduled, convened, implemented and maintained records of eight quarterly

me	eetings to collaborate and share information among	g members of the CLPPP		
	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
1	Activities to support the Objective	Timeframe	Assigned staff	Evaluation / Deliverables
1.	Set meeting dates and agendas for quarterly meetings.	1. Meetings are scheduled for the 5 th	1 CLPPP Coordinator (CC) Health Educator	1.Announcement flyer with agenda, meeting place and time
2.	Circulate meeting notices and agendas among CLPPP Team members.	Tues of the 2 nd month of the quarter. (The 4 th Tuesday when there is no 5 th	(HE) 2. CPS (Community Program Specialist)	2 Agendas, attendance rosters, and meeting notes for each meeting included in CLPPP Progress Reports
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).	one) 2.Meetings to be held each quarter by. • 9/30/00	3.CC/HE/	to CLPPB. 3 Other documentation as developed
4.	Solicit participation in CLPPP Team quarterly meetings from other care provider programs as appropriate and called for by CLPPP Team meeting agendas.	 12/31/00 3/31/01 6/30/01 9/30/01 	4.HE 5 CC, HE, CPS, PHN (Public Health Nurse), REHS (Registered Environmental Health	4.Other documentation as developed 5.Other documentation as
5.	Participate in CLPPP Team quarterly meetings.	• 12/31/01	Specialist), CW (Community Worker)	developed ', 6.Other documentation as
6.	Facilitate CLPPP Team quarterly meetings and make arrangements for meeting minutes to be distributed.	3/31/026/3/02	MOA (Medical Office Assistant 6.CC/HE	developed. 7.Agendas, attendance rosters, and meeting notes for each meeting
7.	Include meeting agendas, attendance rosters and minutes in Progress Reports.		7.CC/HE	included in CLPPP Progress Reports to CLPPB

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Health Jurisdiction San Mateo County Page # 1 of 8 Prepared by: Martha Milk, MPH Revised. March 5, 2001

Objective 2: 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

Didele	ed by at least eight, or all, providers in its health ju	113U		1131		
	COLUMN 1		COLUMN 2		COLUMN 3	COLUMN 4
	Activities to support the Objective		Timeframe		Assigned staff	Evaluation / Deliverables
•	dentify at least eight, or all, providers serving gh-risk children ages 0-6.	1.	7/1/00-7/31/00	1.	PHN, HE	A description of which providers were identified and how they were identified
ca	ort through three months of PM 160s and apillary stick laboratory orders to select providers target to increase tests ordered.	2.	7/15/00 9/15/00	2. <i>·</i>	PHN, HE, CHDP clerical support staff (MA), CW	2.A tabulation sheet of PM160 data and lab orders for selected providers and summary of data collected
te 3- nı	sing above data, tally the number of blood lead ests ordered by each selected provider during a month period. Calculate percent on total umber of children receiving CHDP routine exams a months through 60 months of age.	3	9/15/00 10/10/00	3.	PHN, MA, CPS	3.A tabulation sheet of PM160 data and lab orders for selected providers and summary of data collected
pr	revelop educational interventions, one for roviders using on-site testing, and one for roviders referring to laboratories.		10/15/00 /15/00	4	PHN, HE, CPS	4 A description of all the components of the educational intervention and an explanation of how this will increase the number of blood lead tests ordered by the providers

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Health Jurisdiction San Mateo County Page # 2 of 8 Prepared by Martha Milk, MPH Revised: March 5, 2001

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

		T	
			COLUMN 4
Activities to support the Objective	Timeframe	Assigned staff	Evaluation / Deliverables
Implement the educational interventions with	5.12/01/00-1/31/01	5.PHN, HE	5 A description of the design and
50% of the identified providers.			results of the evaluation of the
			educational interventions, including
			documentation and analysis of the
			following
			o Which providers received which educational intervention and
			when?
	ļ		o Did providers express intent to
			order an increased number of
Using two months of post intervention PM160s	6 3/15/01 5/15/01	6 MA, CW	blood lead tests, following the
			educational intervention?
			6 Tally of toots ordered and summers
	7 5/16/01 6/15/01	7 DUNI UE	6 Tally of tests ordered and summary of data collected
•	7 3/10/01 0/13/01	/ Frily, rie	or data conected
			7. Report of findings
	8. 6/16/01 6/30/02	8. PHN, HE	8. A comparison of the data collected
educational intervention to CLPPB.			before and after the educational
Analyze all data, compare findings and share	9 6/21/01 to 6/30/02	9. PHN, HE	intervention and conclusions drawn
			from the comparison.
CLPPB on all activities.	1		9. Report to CLPPB
•		}	
	Using two months of post intervention PM160s & capillary laboratory order, tally the number of blood lead tests ordered by each provider during a two month post intervention period. Implement the educational interventions with remaining 50% of the identified providers. Analyze data and report findings on the providers who received the (modified) educational intervention to CLPPB.	Implement the educational interventions with 50% of the identified providers. Using two months of post intervention PM160s & capillary laboratory order, tally the number of blood lead tests ordered by each provider during a two month post intervention period. Implement the educational interventions with remaining 50% of the identified providers. Analyze data and report findings on the providers who received the (modified) educational intervention to CLPPB. Analyze all data, compare findings and share them with providers as appropriate. Report to	Implement the educational interventions with 50% of the identified providers. Using two months of post intervention PM160s & capillary laboratory order, tally the number of blood lead tests ordered by each provider during a two month post intervention period. Implement the educational interventions with remaining 50% of the identified providers. Analyze data and report findings on the providers who received the (modified) educational intervention to CLPPB. Analyze all data, compare findings and share them with providers as appropriate. Report to

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Health Jurisdiction: San Mateo County

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Prepared by: Martha Milk, MPH

Revised: March 5, 2001

Objective 3: By 6/30/02 CLPPP will conduct 15 outreach activities or presentations targeting 500 San Mateo parents of high risk children in collaboration with 6 or more community groups and agencies, parents and/or providers will show an increase in childhood lead poisoning

prevention knowledge as demonstrated by various evaluation measures

1516	evention knowledge as demonstrated by various eval		0011111110	001111111
1	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
L	Activities to support the Objective	Timeframe	Assigned staff	Evaluation / Deliverables
1.	Select community groups and health care agencies to collaborate on outreach events	1 Fall 2000	1. HE, CPS, CW	List of collaborating agencies
2.	Conduct outreach to new groups on the coast side to inform them of the workshop and the resources of the lead poisoning prevention program	2 By October 30, 2000	2. CPS, HE	2 Flyers announcing programs and/or groups where information is given
3.	Conduct outreach throughout county to family/child oriented groups in the county, day care providers, early Head Start, etc. to inform them about available presentations	3 On going	3 CW, CPS	3 List of groups contacted
4.	Develop outreach activities as appropriate for events such as workshops, presentations, and educational materials targeted to selected	4 On going (1 to 5 per quarter)	4. CPS, CW, HE	4 Copy of presentation outline
5.	Translate presentations and educational materials as necessary.	5 On-going	5.CPS, CW, HE	5. Flyers or agendas where presentations were made
6.	Develop various evaluation tools to demonstrate increase in knowledge of childhood lead poisoning			
7.	prevention. Provide educational presentations to school and community groups in response to community requests or as part of outreach to reach target	6. July to Dec. 30, 2000	6.CPS, HE	6 Post-program evaluation summary
		7. On-going	7. CPS, CW	7. Copy of revised materials

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Health Jurisdiction San Mateo County Page # 4 of 8 Prepared by Martha Milk, MPH Revised March 5, 2001

Objective 3: By 6/30/02 CLPPP will conduct 15 outreach activities or presentations targeting 500 San Mateo parents of high risk children in collaboration with at least 6 community groups and agencies; parents and/or providers will show an increase in childhood lead poisoning prevention knowledge as demonstrated by various evaluation measures

prevention knowledge as demonstrated by various eval			
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
Activities to support the Objective	Timeframe	Assigned staff	Evaluation / Deliverables
8. Plan and implement training with WIC and/or other	8. Spring 2001	HE/CPS/CW	Summary of staff evaluation of
Public Health program staff on how to teach clients	Spring 2002		WIC
about childhood lead poisoning, about target lead	1		training and/or other staff training
poisoning screening guidelines, and how to help	ĺ		
clients do a self-assessment test so they know when			
to ask for lead tests.			
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Health Jurisdiction. San Mateo County Page # 5 of 8 Prepared by: Martha Milk, MPH Revised. March 5, 2001

Objective 4: By June 30, 2002, follow up on at least 150 children each year using PM 160 data and attempt to assure that 10% of the children

who are eligible for targeted lead screens receive lead tests

	COLUMN	COLUMN 2	COLUMN 3	COLUMN 4
	Activities to support the Objective	Timeframe	Assigned staff	Evaluation / Deliverables
1.	Develop a referral form for CHDP lead testing for CHDP providers to be used for each child referred through the pm-160 lead testing	1. By July 24, 2000	PHN	1. Copy of the form
2.	Adapt the "Get Your Child Tested Flyer" to send to families contacted through the PM 160 follow-up process. (Include lead check record	2 July 24, 2000	CW, CPS	2 Copy of adapted flyer
3.	in mailing to families) Complete follow-ups and referrals on approximately 20 children each month through contacts with families and mailing of the flyer.	3 July 24 to June 30, 2002	CW, CPS, PHN	3 Data count on number of children followed as a result of phone calls, log
4.	Complete and mail referral forms for providers to inform them of which child needs lead tests.	4 August 1, 2000 to June 30, 2002	PHN, MA	4.Number of forms sent to providers
5.	Use data on tests received to assess number of tests completed as a result of the above activities.	5 Sept 1, 2000 – On-going	CW, HE, MA	5 Summary description of tests received
6.	Evaluate whether this is an effective way to increase testing at mid-year and make necessary revisions to the process.	6 By Feb 28, 2001	HE, PHN, CPS	6 Summary of review and evaluation
7.	If revisions are made, pilot the revised process for 6 months, then re-evaluate	7.March 15, 2001 to October 15, 2001	PHN, CPS, CW	7. Same as 1 – 5 above

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Health Jurisdiction. San Mateo County Page # 6 of 8
Prepared by Maitha Milk, MPH
Revised March 5, 2001

Objective 5: By June 2002 provide education to enable at least 300 families to refer for lead testing by providing self assessment education

training in WIC clinics and attempt to get a 10% self-ref	COLUMN 2	COLUMN 3	COLUMN 4
Activities to support the Objective	Timeframe	Assigned staff	Evaluation / Deliverables
Collaborate with WIC director to establish a process for their education of parents:	1. Spring 2001 & 2002	1. HE, CPS	Summary of staff evaluation of WIC training
2. Conduct client education sessions in WIC clinics to assist WIC clients with self assessment forms so that they will self-refer for lead testing. Work in geographic areas targeting 1 geographic area per quarter.	2. On going □ Fall 2000, North County □ Winter 2001, coastside □ Spring 2001, Central county □ Fall 2001, South County (EPA)	2. HE, CPS	2 Report of number of clients seen and number of completed client forms
3. Evaluate process for number of clients seen who self-assessed lead test were needed	3 Winter 2001 and on- going	3. HE, CPS	3. Examine numbers of self assessments conducted and report actual number of clients reporting need for test and plans to obtain test

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Health Jurisdiction San Mateo County Page # 7 of 8 Prepared by Martha Milk, MPH Revised March 5, 2001

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

		clay Street, Suite 1801 and, CA 94612		
		tion: Program Support and Develo	pment Secti	ion
	[]	Report 1 (July-December 2000)	Due by Jan	uary 31, 2001
	[]	Report 2 (January-June 2001)	Due by July	y 31, 2001
	[]	Report 3 (July-December 2001)	Due by Jan	nuary 31, 2002
	[]	Report 4 (January-June 2002)	Due by July	y 31, 2002
Health	Jurisd	liction:		Contract Number:
Addres	ss:			Report Completed:
CLPPF	Coor	dinator:		Phone:
Email:				Fax:
[]		se check only if the information in t eporting period.	he table abo	ve has changed since the
CLPP	P Coc	ordinator 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.

 State the objective as it appears in your app 	Dioved Oak Work Plan.
---	-----------------------

OBJECTIVE #		

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.

FY0002PR1-8/3/00

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 twoyear 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 it related activities.
- 9. Provide a list of the attached documentation.

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

 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.

FY0002PR1-8/3/00

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.

CASES	10-14.9 μg/dL	Single BLL 15- 19.9 μg/dL	2 ≥ 15 μg/dL or 1 ≥ 20 μg/dL	Total #
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 clinica case closure)			

	CASE FOLLOW-UP	#
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:	

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

CASE MANAGEMENT	Always	Usually	Sometimes	Never
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 μ g/dL?
- 25. If you have met with local HUD agencies in past six months please list the agencies:

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

27.Which so	ftware applications are commonly used in yo	our CLPPP?	
[] Parad [] SAS [] Acces	[] Epi-Info (CDC) [] Monarch	[] Word Perfect [] Excel [] Lotus 1,2,3	
[] Othe	r (specify)		
To be comp	leted by local RASSCLE users only:		
Local RASSCLE Contact Person: Current RASSCLE Version		Current RASSCLE Version:	
Address: Date began using RASS		Date began using RASSCLE:	
Title:	itle: Phone:		
Email:	Email: Fax:		
28.What typ [] [] [] []	es of information did you enter into RASSCL Blood Results only (includes patients and a Follow-up Information Environmental Results None	•	
	case Definition" categories and criteria do you stem Settings in the Edit menu)?	u use (To check in RASSCLE,	
[]	[] State/CDC criteria (2 BLLs ≥ 15μg/dL or 1 BLL ≥ 20μg/dL)		
[]	Other (specify)		
30. Are you using Local RASSCLE to track follow-up on those children who have BLLs between 10μg/dL and 15μg/dL? FY0002PR1-8/3/00 Health Jurisdiction: Page 6 of 7			

Report #: Date Completed

[]Yes	[] No	
31. Did	you perform	a "back-up" of your RASSCLE da	ta on a regular basis?
[]Yes	[] No	
ŀ	How often?		
[] Individual	Workstation Back-up	[] Network Back-up
32 Wer	e the "Clean	ing Lists" in RASSCLE Tools run	and cleaned?
[] Yes	[] No	
33. Did <u>y</u>	you store ca	se management information in oth	ner spreadsheets or databases?
[] Yes	[] No	
F	Please descri	ibe:	

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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

- 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.
 - 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 <u>cannot</u> be claimed as an allowable cost (See example on page 2).

EXHIBIT I

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

Exhibit J

- 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).

Travel Location / Area	Reimbursement Rate
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.	\$110.00 plus tax
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	

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

Meal / Expense	Reimbursement Rate	
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

- 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.
- 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	 Travel period ends at least one hour after the regularly scheduled workday ends, or Travel period begins prior to or at 5 00 p m. and continues beyond 7.00 p m 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8.00 a m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2.00 p.m	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

Exhibit K

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 ansing 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:

CMU contract file

DHS Distribution:

Accounting (Original)

Program

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 μ g/dL or three blood lead levels indicate less than 15 μ g/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 μ g/dL or one blood lead level test result equal to or greater than 20 μ g/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 μ g/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 Dieticians (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.

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