Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

June 9, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO EXTEND THREE AGREEMENTS WITH HEALTH CARE INTERPRETER NETWORK, PUBLIC HEALTH FOUNDATION ENTERPRISES, AND HEALTH RESEARCH ASSOCIATION (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: 213-240-8101
Fax: 213-481-0503

www.dhs.lacounty.gov

To improve health through leadership, service and education

SUBJECT

Request approval to extend the Agreements with Health Care Interpreter Network (formerly Contra Costa Regional Health Foundation) for Health Care Interpreter Network Membership Connection Fees, Public Health Foundation Enterprises for the Interpreter Call Center Pilot Program, and Health Research Association for LAC+USC Medical Center Program Management Office/Continuous Performance Improvement/Inpatient and Outpatient Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 4 to Agreement No. H-703296 with Health Care Interpreter Network (HCIN) (formerly Contra Costa Regional Health Foundation-CCRHF) to extend the Agreement for Health Care Interpreter Network Membership Connection Fees, effective July 1, 2009 through June 30, 2010; add Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC) to the Agreement, and increase the Agreement's maximum obligation from $235,850 to a revised total maximum obligation of $435,850.

2. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 2 to Agreement No. H-703015 with Public Health Foundation Enterprises (PHFE) to extend the Interpreter Call Center Pilot Program Agreement for six months, effective July 1, 2009 through December 31, 2009, with no increase to the Agreement's maximum obligation of $730,824.

www.dhs.lacounty.gov

3. Delegate authority to the Interim Director of Health Services, or his designee, to execute Amendment No. 3 to Agreement No. H-703015 with PHFE to extend the Interpreter Call Center Pilot Program for six additional months, effective January 1, 2010 through June 30, 2010, and increase the Agreement's maximum obligation to $832,677, upon identifying and securing additional grant funding to fully offset the remaining amount, subject to review and approval by County Counsel and the Chief Executive Office, and notification to your Board.

4. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 1 to Agreement No. H-702999 with Health Research Association (HRA) to extend the LAC+USC Medical Center Program Management Office/Continuous Performance Improvement/Inpatient and Outpatient Service Agreement for up to six months, effective July 1, 2009 through December 31, 2009, or upon expending all of the previously allocated contract amount, whichever is earlier, with no increase to the Agreement's maximum obligation of $500,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

HCIN

Approval of the first recommendation will authorize the Interim Director to sign an Amendment, substantially similar to Exhibit I, to continue the membership of the Department of Health Services (DHS or Department) in HCIN, and add MLK-MACC as a service site at the discretion of DHS. The current HCIN Agreement expires on June 30, 2009. HCIN is a component of the L.A. Care grant-funded Interpreter Call Center Pilot Program, which consists of access to the services of a Voice/Video call center that directs each request of voice or video calls to healthcare interpreters throughout DHS medical centers, including staff provided through a separate DHS agreement with PHFE, interpreters at other participating health systems, and HCIN-contracted service providers.

PHFE

Approval of the second recommendation will authorize the Interim Director to sign an Amendment, substantially similar to Exhibit II, to continue access to staffing provided through PHFE to augment the provision of remote healthcare interpretation services at DHS facilities for six months to expend unspent L.A. Care grant funds. Approval of the third recommendation will authorize the Interim Director to sign an amendment to extend the term of the Agreement an additional six months, upon identifying and securing additional grant funding.

HRA

Approval of the fourth recommendation will authorize the Interim Director to sign an Amendment, substantially similar to Exhibit III, to allow the LAC+USC Medical Center (LAC+USC) up to a maximum of an additional six months to expend unspent L.A. Care grant funds to finalize the objectives of LAC+USC's re-design process post-transitional activities, specifically the Balanced Scorecard (BSC) and Strategy Map for redesigning LAC+USC's operational processes. The BSC is a performance management tool developed by the Harvard Business School. HRA is applying the conceptual framework of the BSC to LAC+USC, as a result of the move to the new facility, in order to align administrative and clinical strategies such as: maintaining quality compliance for The Joint Commission and developing quality outcomes for healthcare. LAC+USC administrative staff has completed the tool for nursing and will apply the tool to several services including laboratory, radiology, and pharmacy.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

HCIN

The HCIN Agreement's maximum obligation of $235,850 will be increased by $200,000 for a revised total maximum obligation of $435,850. Each facility's allocation to cover annual membership fees, irrespective of size, is as follows:

Facility	Annual Membership Fees
Rancho Los Amigos National Rehabilitation Center	$ 40,000
LAC+USC Medical Center	$ 40,000
Harbor-UCLA Medical Center	$ 40,000
Olive View-UCLA Medical Center	$ 40,000
MLK-MACC	$ 40,000

Funding is included in the Fiscal Year 2009-10 Proposed Budget.

PHFE

During the six-month extension period of July 1, 2009 through December 31, 2009, the PHFE Agreement's maximum obligation will remain unchanged as the same amount of the grant funding from L.A. Care of $730,824. Previous contract documents which provided for a remaining contract obligation of $750,000 have been revised to be

consistent with the grant fund amount. Expenditures will be funded using unspent grant funds in the amount of $298,148. Upon identifying and securing additional grant funding, the subsequent six-month period of January 1, 2010 through June 30, 2010 will be funded in the amount of $151,800, comprised of $49,947 in remaining unspent grant funds, and possible new grant funding to be requested from L.A. Care in the amount of $101,853.

HRA

During the six-month extension period of July 1, 2009 through December 31, 2009, the HRA Agreement's maximum obligation will remain unchanged. Expenditures will be funded using unspent grant funds in the amount of $16,111.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

HCIN

On June 12, 2007, your Board accepted L.A. Care Grant Awards for various projects, including the Interpreter Call Center Pilot Program, effective January 1, 2007 through December 31, 2009. In addition, your Board delegated authority to the Director of Health Services to enter into an agreement with CCRHF, the organizational home of HCIN, effective July 1, 2007 through November 30, 2008, for membership connection fees to access HCIN. Subsequent amendments were executed in 2008 to extend membership fees and the term of the Agreement through June 30, 2009.

In mid-2009, the Department was notified that HCIN had incorporated into its own 501 (c) (3) corporation, thereby separating itself from the CCRHF. DHS processed an Approval of Delegation of Duties and Assignment of Rights Amendment to the Agreement with CCRHF transferring ownership to HCIN effective immediately. This Amendment was done through delegated authority granted to the Department by your Board on June 12, 2007, with approval from County Counsel and Chief Executive Office.

PHFE

On June 12, 2007, your Board authorized the Director to enter into an Agreement with PHFE for the Interpreter Call Center Pilot Program for the period January 1, 2007 through June 30, 2009, not to exceed $750,000, 100 percent offset with L.A. Care grant funds. On January 15, 2009, the Department processed Amendment No. 1 to the PHFE Agreement through delegated authority provided by the L.A. Care Various County Projects Board letter dated June 12, 2007, to adjust the budget to reflect actual expenditures in Year One and to revise projected expenditures for Year Two.

HRA

On June 12, 2007, your Board authorized the Director to enter into an Agreement with HRA for LAC+USC Program Management Office/Continuous Performance Improvement in the Inpatient and Outpatient Services, effective July 1, 2007 through June 30, 2009, not to exceed $500,000, comprised entirely of L.A. Care grant funds.

Extension Period

Since PHFE and HRA are being funded with grant funds, L.A. Care must formally approve the recommended extension period. The Department has obtained verbal approval of the extension from L.A. Care's Chief Executive Officer. Written approval is forthcoming upon receipt of approval by L.A. Care's Board of Directors.

The recommendation to extend the Pilot Program is based upon successfully establishing the Video/Voice Call Center interpreter project at four DHS hospitals including video/voice equipment and qualified healthcare interpreters, thus increasing access to healthcare services by DHS limited English proficient, and deaf and hearing-impaired patients. During the grant period, DHS has added nine full-time DHS healthcare interpreters. A long term goal is to establish a Cultural and Linguistic services infrastructure within DHS, and with this project, DHS now has a functioning language access system. Once the evaluation component of the Pilot Program has been completed, a report will be provided to your Board.

Extension of the HRA Agreement will ensure the completion of the review of the operational and organizational structure and apply the BSC tool to other clinical services within LAC+USC (i.e. Laboratory, Radiology, and Pharmacy).

County Counsel has reviewed and approved Exhibits I, II, and III as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DHS to continue to have uninterrupted access to the HCIN and trained personnel to augment the provision of

remote healthcare interpretation services throughout DHS facilities, and allow LAC+USC to complete the HRA Project.

Respectfully submitted,

John F. Schunhoff, Ph.D.
Interim Director

JFS:po

Attachments (3)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Interpreter Call Center BL

TABLE OF CONTENTS

PARAGRAPH		PAGE
1.	TERM	5
2.	TERMINATION OF AGREEMENT	6
3.	DESCRIPTION OF SERVICES	7
4.	MAXIMUM OBLIGATION OF COUNTY	7
5.	BILLING AND PAYMENT	8
6.	ADDITIONAL PROVISIONS	13
7.	CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	13
8.	INDEMNIFICATION AND INSURANCE	26
9.	ACCESS	31
10.	RULES AND REGULATIONS	32
11.	HCIN EQUIPMENT	32
12.	ENTIRE AGREEMENT	33
13.	CONFLICT OF TERMS	33
14.	ALTERATION OF TERMS	33
15.	CONTRACTOR'S OFFICES	34
16.	NOTICES	34

ADDITIONAL PROVISIONS - STANDARD CONTRACT PROVISIONS

EXHIBIT A - Scope of Work

EXHIBIT A-1 Rules of Participation

EXHIBIT B - HCIN Equipment Inventory

SCHEDULE 1, 2, 3 - Membership Fees Schedule

EXHIBIT C - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT D - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E - COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FROM AND APPLICATION FOR EXCEPTION

EXHIBIT F - CHARITABLE CONTRIBUTIONS CERTIFICAITON

EXHIBIT B

HEALTH CARE INTERPRETER NETWORK (HCIN)

EQUIPMENT INVENTORY

The equipment items listed below is designated to four DHS hospitals for the purpose of providing videoconferencing interpretation services. All upkeep in maintenance contracts or any other financial responsibility associated with this equipment is the responsibility of the designated hospital to which the equipment has been transferred.

A. Donated Equipment items for Rancho Los Amigos NRC are as follows:

Item	Quantity
E8110 Lifebook Laptop HCIN Program Activity	1
P7120 Lifebook Laptop HCIN Governance Activity	1
Fujitsu Videoconferencing Units	
Fujitsu ST5112 Tablet	26
Polycom Communicator (audio unit)	26
Polycom PVX Software License	26
Global Media Camera for Tablet	26
Security cable, microslot clip, padlock	26
Compucaddy Carts for Fujitsu Units (mounts)	26
Cisco IP Phone 7985 (with accessories)	1

B. Donated Equipment items for LAC+USC Medical Center are as follows:

Item	Quantity
E8110 Lifebook Laptop HCIN Program Activity	1
P7120 Lifebook Laptop HCIN Governance Activity	1
Fujitsu Videoconferencing Units	

Fujitsu ST5112 Tablet	50
Polycom Communicator (audio unit)	50
Polycom PVX Software License	50
Global Media Camera for Tablet	50
Security cable, microslot clip, padlock	50
Compucaddy Carts for Fujitsu Units (mounts)	43
Ergotron LX wall mount	7
Cisco IP Phone 7985 (with accessories)	4
Interpreter Headset System (GN 2114 ST Sound Tube-Bi and GN 8000 MPA)	4
Polycom SS2W	1
Polycom SS2W EX w/ extender mics	9
Targus security locks for Polycoms	10
Compucaddy Cart for Polycom Soundstation2 W	10
Panasonic 5.8 GhZ KX-TG5652M Dual Cordless Handset	71
Panasonic 5.8 GhZ second handset	50
Dual Handset/cord/splitter	100

C. **Donated Equipment items for Harbor-UCLA Medical Center are as follows:**

Item	**Quantity**
E8110 Lifebook Laptop HCIN Program Activity	1
P7120 Lifebook Laptop HCIN Governance Activity	1
Fujitsu Videoconferencing Units	
Fujitsu ST5112 Tablet	31
Polycom Communicator (audio unit)	31
Polycom PVX Software License	31
Global Media Camera for Tablet	31
Security cable, microslot clip, padlock	31
Compucaddy Carts for Fujitsu Units (mounts)	26
Ergotron LX wall mount	6
Cisco IP Phone 7985 (with accessories)	2
Interpreter Headset System (GN 2114 ST Sound Tube-Bi and GN 8000 MPA)	2
Polycom SS2W	1
Polycom SS2W EX w/ extender mics	5
Targus security locks for Polycoms	6
Compucaddy Cart for Polycom Soundstation2 W	6
Panasonic 5.8 GhZ KX-TG5652M Dual Cordless Handset	26
Panasonic 5.8 GhZ second handset	10
Dual Handset/cord/splitter	78

D. **Donated Equipment items for Olive View-UCLA Medical Center are as follows:**

Item	**Quantity**
E8110 Lifebook Laptop HCIN Program Activity	1
P7120 Lifebook Laptop HCIN Governance Activity	1
Fujitsu Videoconferencing Units	
Fujitsu ST5112 Tablet	32
Polycom Communicator (audio unit)	32
Polycom PVX Software License	32
Global Media Camera for Tablet	32
Security cable, microslot clip, padlock	32
Compucaddy Carts for Fujitsu Units (mounts)	21
Ergotron LX wall mount	11
Cisco IP Phone 7985 (with accessories)	2
Interpreter Headset System (GN 2114 ST Sound Tube-Bi and GN 8000 MPA)	2
Polycom SS2W	1
Polycom SS2W EX w/ extender mics	2
Targus security locks for Polycoms	3
Compucaddy Cart for Polycom Soundstation2 W	3
Panasonic 5.8 GhZ KX-TG5652M Dual Cordless Handset	23
Panasonic 5.8 GhZ second handset	23
Dual Handset/cord/splitter	46

E. Equipment items for MLK-MACC are as follows:

Item	Quantity

The parties agree to timely modify this Exhibit upon identifying the equipment inventory for MLK-MACC.

SCHEDULE 2

Los Angeles County/Department of Health Services
PUBLIC HEALTH FOUNDATION ENTERPRISES
INTERPRETER CALL CENTER PILOT PROGRAM
July 1, 2008 through June 30, 2009

Health Care Interpreters (HCIs)	
Salaries (3 HCIs – Full-Time)	$112,836
Personnel Benefits	$ 37,236
Salaries (3 HCIs - Hourly)	$ 56,416
Personnel Benefits	$ 7,758
Project Coordinator (1)*	
Salary (1 month)	$ 4,168
Personnel Benefits	$ 787
	$219,201
Training and Education	$ 0
Project Consultant/Evaluator	$ 30,352
Training and Education Materials	$ 0
Travel/Mileage	$ 0
Other Costs:	
Insurance (0.40%)	$ 998
Single Audit Cost (0.10%)	$ 250
Indirect Costs (8.5%)	$ 21,318
TOTAL	**$272,119**

* Project Consultant moved into Consulting and Evaluation/Survey category after July 2008.

SCHEDULE 3

LOS ANGELES COUNTY/DEPARTMENT OF HEALTH SERVICES

PUBLIC HEALTH FOUNDATION ENTERPRISES
INTERPRETER CALL CENTER PILOT PROGRAM
BUDGET
July 1, 2009 through December 31, 2009

Health Care Interpreters (HCIs)		
Full Time		
Salaries (3 HCIs)		$56,418
Employee Benefits		$18,618
Part Time		
Salaries (4 HCIs)		$56,418
Employee Benefits		$ 7,758
		$139,212
Training and Education		$ 15,000
Project Consultant/Evaluator		$ 80,406
Training and Education Materials		$ 30,806
Travel/Mileage		$ 8,000
Other Costs:		
Insurance (0.40%)		$ 1,094
Single Audit Cost (0.10%)		$ 273
Indirect Costs (8.5%)		$ 23,357
	SUBTOTAL	**$298,148 ***

* Consists of unexpended grant funds.

TABLE OF CONTENTS

PARAGRAPH		PAGE
1.	TERM	2
2.	TERMINATION OF AGREEMENT	3
3.	DESCRIPTION OF SERVICES	4
4.	MAXIMUM OBLIGATION OF COUNTY	4
5.	BILLING AND PAYMENT	5
6.	FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS	8
7.	ADDITIONAL PROVISIONS	9
8.	CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	9
9.	INDEMNIFICATION AND INSURANCE	23
10.	ACCESS	28
11.	RULES AND REGULATIONS	29
12.	ENTIRE AGREEMENT	29
13.	CONFLICT OF TERMS	29
14.	ALTERATION OF TERMS	30
15.	CONTRACTOR'S OFFICES	30
16.	NOTICES	31

ADDITIONAL PROVISIONS - STANDARD CONTRACT PROVISIONS

EXHIBITS A, B, C - STATEMENT OF WORK
SCHEDULE 1, 2, 3 - PAYMENT SCHEDULES

EXHIBIT D-1 - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT D-2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E - COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

EXHIBIT F - SAFELY SURRENDERED BABY LAW FACT SHEET

EXHIBIT G - CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT I

Contract No. H-703296-4

HEALTH CARE INTERPRETER NETWORK AGREEMENT
FOR HEALTHCARE INTERPRETER MEMBERSHIP CONNECTION FEES

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and HEALTH CARE INTERPRETER NETWORK (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HEALTH CARE INTERPRETER NETWORK AGREEMENT FOR HEALTHCARE INTERPRETER MEMBERSHIP CONNECTION FEES", dated July 1, 2007, and further identified as County Agreement No. H-703296, and any amendments thereto (all hereafter "Agreement");

WHEREAS, it is the intent of the parties hereto to extend the Agreement through June 30, 2010, replace Exhibit B, add Schedule 3, and make other hereinafter described changes; and

WHEREAS, it is the intent of the parties hereto to add Martin Luther King, Jr. – Multi-Service Ambulatory Care Center as a member of the Health Care Interpreter Network; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

Upon full execution of this Amendment, County will be invoiced $ 120,000 for Rancho, LAC+USC, Olive View, and Harbor for the first three quarters (July 2009 - March 2010). On May 1, 2010, County will be invoiced $40,000 for the remaining membership fees as follows:

$10,000 for Rancho

$10,000 for LAC+USC

$10,000 for Harbor

$10,000 for Olive View

(4) Upon membership of Martin Luther King, Jr. – Multi-Service Ambulatory Care Center (MLK-MACC) in the Health Care Interpreter Network, as determined at the sole discretion of the County, County will be invoiced a prorated amount based upon membership start date.

The May 1, 2010 invoice amount will pay in full all minute usage debits/credits for these five hospitals for the period April 1, 2009 through March 31, 2010. Credit minutes in excess of the fourth quarter membership fee of $10,000 will be credited to the respective medical center in the invoice for the first three (3) quarters of Fiscal Year 2010-2011. Should County elect not to continue membership in the HCIN, all credits will be reconciled on the fourth quarter invoice. In the event that credits are in excess of the quarterly amount due, the excess will be refunded to County."

5. Paragraph 12, ENTIRE AGREEMENT, shall be deleted in its entirety and replaced with the following language:

"12, ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, Exhibit A-1, Schedule 1, Schedule 2, Schedule 3, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement."

6. Agreement Exhibit B, HEALTHCARE INTERPRETER NETWORK (HCIN) EQUIPMENT INVENTORY, shall be deleted in its entirety and replaced with the Exhibit B, HEALTHCARE INTERPRETATION NETWORK (HCIN) EQUIPMENT INVENTORY attached hereto and incorporated in the Agreement by reference.

7. Schedule 3 shall be added to the Agreement, attached hereto and incorporated in the Agreement by reference.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of

/

/

/

Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

HEALTH CARE INTERPRETER NETWORK
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

SCHEDULE 3

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES

HEALTH CARE INTERPRETER NETWORK MEMBERSHIP FEES FOR INTERPRETER CALL CENTER PROJECT

EFFECTIVE JULY 1, 2009 - JUNE 30, 2010

A. Membership Fees	Allocation	Period Covered*
Rancho Los Amigos Rehabilitation Center	$ 30,000	July 1 2009 – March 31, 2010
	$ 10,000	April 1, 2010 – June 30, 2010
LAC+USC Medical Center	$ 30,000	July 1, 2009 – March 31, 2010
	$ 10,000	April 1, 2010 – June 30, 2010
Harbor-UCLA Medical Center	$ 30,000	July 1, 2009 – March 31, 2010
	$ 10,000	April 1, 2010 – June 30, 2010
Olive View-UCLA Medical Center	$ 30,000	July 1, 2009 – March 31, 2010
	$ 10,000	April 1, 2010 – June 30, 2010
MLK-MACC	$ 30,000	July 1, 2009 – March 31, 2010*
	$ 10,000	April 1, 2010 – June 30, 2010

B. Purchase of Minutes Not to exceed $ 0**
($0.75 per minute)

TOTAL AMOUNT $ 200,000

*Subject to a July 1, 2009 start date or provisions of Paragraph 5.B.(4) of the Agreement.
**Unspent membership connection fees may be used to pay for minute usage debits.

EXHIBIT II

Contract No. H-703015-2

DEPARTMENT OF HEALTH SERVICES
INTERPRETER CALL CENTER PILOT PROGRAM AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and PUBLIC HEALTH FOUNDATION ENTERPRISES (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DEPARTMENT OF HEALTH SERVICES INTERPRETER CALL CENTER PILOT PROGRAM AGREEMENT", dated July 1, 2007, and further identified as County Agreement No. H-703015, and any amendments thereto (all hereafter "Agreement");

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term through December 31, 2009, replace Schedule 2, add Exhibit C (Scope of Work) and Schedule 3, and make other hereinafter described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on July 1, 2009.

2. Agreement Paragraph 1, TERM, first paragraph, shall be deleted in its entirety and replaced with the following language:

"1. TERM: This Agreement shall be effective July 1, 2007 and shall continue, unless sooner terminated or cancelled, in full force and effect to and including December 31, 2009."

3. Agreement Paragraph 3, DESCRIPTION OF SERVICES, shall be deleted in its entirety and replaced with the following language:

"3. DESCRIPTION OF SERVICES: Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, B, and C, attached hereto and incorporated herein by reference."

4. Agreement Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced with the following language:

"4. MAXIMUM OBLIGATION OF COUNTY: During the period of July 1, 2007 through June 30, 2008, the expenditures of County for Contractor's performance as shown in Schedule 1, attached hereto and incorporated by reference, are One Hundred Ten Thousand, Six Hundred Ten Dollars ($110,610). During the period of July 1, 2008 through June 30, 2009, the expenditures of County for Contractor's performance as shown in Schedule 2, attached hereto and incorporated by reference, are Two Hundred Seventy-Two Thousand, One Hundred Nineteen Dollars ($272,119). Such expenditures are comprised entirely of L.A. Care grant funds.

During the period of July 1, 2009 through December 31, 2009, the estimated expenditures of County for Contractor's performance as shown in Schedule 3, attached hereto and incorporated by reference, are Two Hundred Ninety-Eight Thousand, One Hundred Forty-Eight Dollars ($298,148). Such amount is 100 percent comprised of unexpended L.A. Care Interpreter Call Center Pilot Program grant funds, previously allocated for the period ending June 30, 2009.

During the period of July 1, 2007 through December 31, 2009, the total maximum County obligation shall not exceed Seven Hundred Thirty Thousand Dollars, Eight Hundred Twenty-Four Dollars ($730,824), the maximum amount of the grant received from L.A. Care."

5. Agreement Paragraph 5, BILLING AND PAYMENT, Subparagraph B, first sentence, shall be deleted in its entirety and replaced with the following language:

"B. Contractor shall invoice County monthly for actual expenditures, in arrears in accordance with the expenditures set forth in Schedules 1, 2, and 3 (Budgets), attached hereto and incorporated herein by reference."

6. Agreement Paragraph 12, ENTIRE AGREEMENT, shall be deleted in its entirety and replaced with the following language:

"12. ENTIRE AGREEMENT. The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A and B, Schedules 1, 2, and 3, Exhibit C, Exhibit D-1, Exhibit D-2, Exhibit E, Exhibit F, and Exhibit G shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other

communications between the parties relating to the subject matter of this Agreement."

7. Exhibit C, CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT, shall be re-named as Exhibit D-1. Exhibit C "Scope of Work" shall be added to the Agreement attached hereto and incorporated in the Agreement by reference.

8. Exhibit D, Contractor Non-Employee Acknowledgement and Confidentiality Agreement, shall be re-named as Exhibit D-2.

9. Schedule 2 "Budget" shall be deleted in its entirety and replaced with the Schedule 2 "Budget" attached hereto and incorporated in the Agreement by reference.

10. Schedule 3 "Budget" shall be added to the Agreement attached hereto and incorporated in the Agreement by reference.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of

/

/

/

/

/

/

/

Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

PUBLIC HEALTH FOUNDATION ENTERPRISES
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

PO:5/09

EXHIBIT C

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES
Interpreter Call Center Pilot Program
Video/Voice Interpreter Project

PUBLIC HEALTH FOUNDATION ENTERPRISES
Scope of Work
July 1, 2009 through December 31, 2009

YEAR THREE

A. PROJECT GOAL: The Interpreter Call Center Pilot Program has expanded the video and voice interpretation program to all four DHS hospitals. A healthcare interpreter infrastructure within DHS and DHS hospitals will be further developed, thereby continuing to improve access to DHS healthcare services by limited English patients.

B. SERVICES TO BE PROVIDED: Project oversight shall be provided by the DHS Director of the Office of Diversity Programs. Contractor shall maintain program at all DHS hospitals: Rancho Los Amigos National Rehabilitation Center (RLA) – the pilot site - LAC+USC Medical Center, Harbor-UCLA Medical Center, and Olive View-UCLA Medical Center with supplies and access to Healthcare Interpreters to augment County's staff in the provision of remote healthcare interpretation. The six Healthcare Interpreter/Translators hired in Year 1 and 2 will continue in their designated capacity. (One of the three Full Time interpreters/translators has requested to be put on part time at 2 days a week, therefore, the program is able to bring on one additional part time interpreter/translator for 3 days a week, at no additional cost.) The following personnel shall be provided:

Personnel: Two (2) Full Time Healthcare Interpreters/Translators - Spanish (July 2009 through December 31, 2009)
Two (2) Part Time Healthcare Interpreters/Translators – Spanish (July 2009 through December 31, 2009)

Task:
- Provide healthcare interpretation between hospital staff and patients at DHS hospital facilities using videoconferencing devices on-demand.
- Provide interpretation at DHS hospital facilities in-person where clinically preferred.
- Provide interpretation over videoconferencing devices to other Los Angeles County hospitals and other colleague hospitals

within the Health Care Interpreter Network in exchange for interpretation in other languages not available to Los Angeles County hospitals.

- Provide written translation of Los Angeles County DHS hospital documents during periods when requests for interpretation are not active.

Personnel: One (1) Healthcare Interpreter/Translator - Armenian (July 2009 through December 31, 2009)

Task:

- Provide healthcare interpretation between hospital staff and patients at DHS hospital facilities using videoconferencing devices on-demand.

- Provide interpretation at DHS hospital facilities in-person where clinically preferred.

- Provide interpretation over videoconferencing devices to other Los Angeles County hospitals and other colleague hospitals within the Health Care Interpreter Network in exchange for interpretation in other languages not available to Los Angeles County hospitals.

- Provide written translation of Los Angeles County DHS facility documents during periods when requests for interpretation are not active.

Personnel: One (1) Healthcare Interpreter/Translator - Korean (July 2009 through December 31, 2009)

Task:

- Provide healthcare interpretation between hospital staff and patients at DHS hospital facilities using videoconferencing devices on-demand.

- Provide interpretation at DHS hospital facilities in-person where clinically preferred.

- Provide interpretation over videoconferencing devices to other Los Angeles County hospitals and other colleague hospitals within the Health Care Interpreter Network in exchange for interpretation in other languages not available to Los Angeles County hospitals.

- Provide written translation of Los Angeles County DHS facility documents during periods when requests for interpretation are not active.

Personnel: One (1) Healthcare Interpreter/Translator - Cantonese (July 2009 through December 31, 2009)

Task:

- Provide healthcare interpretation between hospital staff and patients at DHS hospital facilities using videoconferencing devices on-demand.

- Provide interpretation at DHS hospital facilities in-person where clinically preferred.

- Provide interpretation over videoconferencing devices to other Los Angeles County hospitals and other colleague hospitals within the Health Care Interpreter Network in exchange for interpretation in other languages not available to Los Angeles County hospitals.

- Provide written translation of Los Angeles County DHS facility documents during periods when requests for interpretation are not active.

Personnel: One (1) Project Consultant (July 2009 through December 31, 2009)

Task:

- The Project Consultant will continue to assist with the implementation of the Video/Voice Interpretation system at each of the four DHS hospitals. The Project Consultant will establish and test appropriate systems of data collection, monitoring and evaluation, and assist with final project report and other duties.

- The Project Consultant will develop and implement an evaluation design, methods and tools for assessing the pilot-stage implementation of remote Video/Voice interpretation services at two DHS facilities. The Project Consultant will also prepare a comprehensive report on the implementation and utilization of video medical interpretation to date in all DHS facilities. A set of strategic planning options for DHS to consider in bringing this system to full scale will also be developed.

EXHIBIT III

Contract No. H-702999-1

LAC+USC MEDICAL CENTER PROGRAM MANAGEMENT OFFICE/CONTINUOUS PERFORMANCE IMPROVEMENT/INPATIENT AND OUTPATIENT SERVICE AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this ____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and HEALTH RESEARCH ASSOCIATION (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "LAC+USC MEDICAL CENTER PROGRAM MANAGEMENT OFFICE/CONTINUOUS PERFORMANCE IMPROVEMENT/INPATIENT AND OUTPATIENT SERVICE AGREEMENT", approved by the Board of Supervisors on July 1, 2007, and further identified as County Agreement No. H-702999, (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term through December 31, 2009, with no increase to the Agreement's maximum obligation, replace Exhibit A, replace Schedule 1, and make other hereinafter described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on July 1, 2009.

2. Agreement Paragraph 1, TERM, first subparagraph, shall be revised to read as follows:

"1. TERM: This Agreement shall be effective July 1, 2007 and shall continue, unless sooner terminated or canceled, in full force and effect to and including December 31, 2009. Agreement will be terminated upon depletion of unspent grant funds or December 31, 2009, whichever comes first."

3. Exhibit A "Scope of Work" shall be deleted in its entirety and replaced with Exhibit A "Scope of Work" attached hereto and incorporated in the Agreement by reference.

4. Schedule 1 "Budget" shall be deleted in its entirety and replaced with Schedule 1 "Budget", attached hereto and incorporated in the Agreement by reference.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Health Services,

/

/

/

/

/

/

/

/

and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

HEALTH RESEARCH ASSOCIATION
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

SCOPE OF WORK
DEPARTMENT OF HEALTH SERVICES
LAC+USC MEDICAL CENTER PROGRAM MANAGEMENT OFFICE/CONTINUOUS PERFORMANCE IMPROVEMENT/INPATIENT AND OUTPATIENT SERVICES

JULY 1, 2007 THROUGH DECEMBER 31, 2009

1.0 CONTRACTOR RESPONSIBILITIES

Upon commencement of this Agreement and request by County, Contractor Health Research Association (HRA) shall assist the County, in accordance with a time line to be developed by the County, in the search and selection (solely by the County) of a qualified entity to procure staff services and supplies that will provide for the operation and oversight of the Program Management Office at LAC+USC Medical Center. Contractor shall comply with all the terms of this Agreement and the grant for the Project. Contractor shall ensure that the qualified entity develops a centralized structure to manage the LAC+USC Medical Center's re-design process activities for pre and post-transition activities form current to the new facility and, with compensation as stated in Schedule 1 of this agreement. The types of service to be performed include:

- Function as a central mission control site for (i) planning/identifying program objectives and milestones, (ii) establishing tracking standards, and (iii) mitigating risks to achieve a successful transition to the new facility.
- Provide resources for change management and communication to ensure staff are informed of their roles and the benefits of the Program.
- Manage transition execution and revenue protection activities.

- Clarify staff assignments for the transition.
- Establish a governance structure for strategic initiatives.
- Implement requisite communication linkages to ensure resource and vision alignment.
- Share knowledge across the Network to increase overall efficiency and effectiveness.
- The qualified entity, in conjunction with HRA, shall develop a detailed schedule of deliverables and a time line with due dates for each deliverable based on the foregoing, satisfactory to the County, including LAC+USC Medical Center and County Counsel, and in accordance with the terms of this Agreement and the Project.
- Upon approval by the County of the schedule of deliverables and time lines, the grant funds received by the County under the Project may be released and paid in accordance with the terms of the Agreement and the Project.

1.2 HRA shall fully cooperate with County's requests for any records or documents necessary to comply with County requirements under this Agreement.

2.0 COUNTY RESPONSIBILITIES

LAC+USC Medical Center shall participate in the subject project for the purpose of meeting the Primary Grant Agreement objectives and the schedule of Deliverables. This will include the following:

- LAC+USC Health Care Network shall make available office space and space support at the LAC+USC Medical Center at project start date.

- LAC+USC Medical Center shall collect and provide information to the Consultant Staff in order to identify the costs and benefits resulting form the Program Management Office/Continuous Performance Improvement in Inpatient and Outpatient Services Project.

- LAC+USC Health Care Network shall purchase and support office supplies and equipment for the Project.

- LAC+USC Health Care Network shall provide instruction and oversight to the Consultant staff and monitor redesign efforts described in the Statement of Work.

- LAC+USC Health Care Network shall collect and provide information to HRA and/or the qualified entity in order to identify the costs and benefits resulting from the Program Management Office/Continuous Performance Improvement in Inpatient and Outpatient Services Project.

2.1 County shall pay HRA within (30) thirty days following receipt of a complete and correct Invoice for the costs incurred by HRA under its arrangement with the qualified entity.

DEPARTMENT OF HEALTH SERVICES
LAC+USC MEDICAL CENTER PROGRAM MANAGEMENT OFFICE/CONTINUOUS PERFORMANCE IMPROVEMENT IN THE INPATIENT AND OUTPATIENT SERVICES
JULY 1, 2007 --- DECEMBER 31, 2009

I. PERSONNEL EXPENSES

PERSONNEL	MONTHLY SALARY	NO. OF MONTHS	% of FTE	BUDGET	JUSTIFICATION
Project Director	$7,668.77	24	100%	$184,050.00	Project Staff
Project Coordinator	6,300.00	24	100%	151,200.00	Project Staff
Resign Expert	4,781.25	24	100%	114,750.00	Project Staff
*Employee Benefits				0	
TOTAL PERSONNEL				$ 450,000.00	

II. DIRECT EXPENDITURES

Office Supplies	$ 5,000.00	Office Support
Staff Training & Education	$ **13,889.00**	Training
Graphics & Printing	$ 10,000.00	Advertisement
Telephones	$ 2,500.00	Communications
Voice Mail-Fax	$ 500.00	Communications
Postage	$ 500.00	Communications
Media	$ 1,500.00	Advertisement
Balanced Scorecard Software License/Maintenance fees.	**$ 16,111.00**	**Software**
SUBTOTAL	$ 50,000.00	

III. ADMINISTRATIVE OVERHEAD

*Indirect Cost	0
TOTAL PROGRAM BUDGET	$500,000.00**

*Employee Benefits & Indirect costs were not applied to grant request
**Includes unexpended L.A. Care Grant funds of $16,111 for extension period of July 1, 2009 – December 31, 2009.