



BOARD OF SUPERVISORS

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Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

June 3, 2004

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 OF BLACK INFANT HEALTH PROGRAM SERVICES AGREEMENTS
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1) Approve and instruct the Director of Health Services, or his designee, to offer and execute six agreements, substantially similar to Exhibit I, with the various providers listed on Attachment B, for the provision of Maternal and Child Health/Black Infant Health (MCH/BIH) Program services effective July 1, 2004 through June 30, 2005, in the amount of \$1,700,000, 100% offset by California Department of Health Services (CDHS) funding, with provisions for two 12-month automatic renewals at the same level of funding through June 30, 2007, for a total maximum obligation of \$5,100,000, contingent upon State funding allocation for such services.
- 2) Delegate authority to the Director of Health Services, or his designee, to authorize an increase or decrease in funding for each BIH services agreement, not to exceed 15% of the applicable maximum obligation based on availability of funds during the term of the agreement, contingent upon review by County Counsel and the Chief Administrative Office.
- 3) Delegate authority to the Director of Health Services, or his designee, to accept and sign the CDHS Fiscal Year (FY) 2004-05 MCH Standard Agreement, upon receipt, contingent upon review by County Counsel, the Chief Administrative Office and notification to the Board.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

MCH/BIH Programs have, for a number of years, provided services to improve health care for women of childbearing age, pregnant and parenting women, children, and their families. Board approval of the requested actions will allow DHS to continue Countywide MCH/BIH program services in FY 2004-05 and in future fiscal years. Delegated authority to sign the CDHS MCH Standard Agreement will expedite utilization of the funds.

The Department of Health Services (DHS or Department) currently has agreements in place with five agencies to provide BIH services during the period July 1, 2003 through June 30, 2004. The Department has completed a competitive solicitation process and has selected six agencies for recommendation to provide services beginning July 1, 2004 and continuing through June 30, 2005. Board authorization to offer and execute agreements with the six recommended agencies will ensure continuation of work to reduce African-American infant mortality through comprehensive community-based efforts directed towards at-risk pregnant and parenting African-American women and their infants.

FISCAL IMPACT/FINANCING:

The maximum obligation of the BIH program service agreements is \$1,700,000 for FY 2004-05 and \$1,700,000 per fiscal year thereafter, during the two-year renewal period, for a combined maximum three-year obligation of \$5,100,000.

There is no net County cost. The cost of the agreements is 100% offset by State funds, and is contingent upon State approval of the MCH and BIH Allocation Plans and Budgets. Funding is included in the FY 2004-05 Proposed Budget, and will be requested in subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1997, the Department has participated in the State's MCH Program by establishing a BIH Program through agreements with Great Beginnings for Black Babies (GBBB) and Harbor UCLA Research and Education Institute, Inc. (REI), to reduce African-American infant mortality and its underlying causes through a comprehensive community-based effort by assuring that at-risk pregnant and parenting African-American women and their infants have access to quality MCH services.

In November, 2000, CDHS awarded the Department supplemental funds to implement additional BIH services in Los Angeles County. At that time, funding for both agreements with GBBB and REI were increased. Further, the Department analyzed data to prioritize expansion of BIH services to other Service Planning Areas (SPAs) based on perinatal health indicators. The

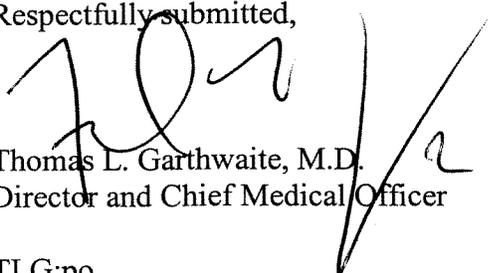
The Honorable Board of Supervisors
June 3, 2004
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Board's approval of the recommended actions will maintain the current level of services Countywide. Funding provided by CDHS will allow DHS to continue to provide MCH services to improve the health care for women of childbearing age, children, adolescents, and their families; and BIH services to African-American pregnant and parenting women, infants from birth through 24 months, and their families within Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:po

Attachments

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

SUMMARY OF SUBCONTRACT AGREEMENTS

1. **TYPE OF SERVICE:**

Maternal and Child Health Services to improve the health care of African-American mothers and their children, to provide special events in the community to create awareness of the need for improved health care, and to reduce infant mortality.

2. **AGENCY ADDRESSES AND CONTACT PERSONS:**

See Attachment B.

3. **TERM:**

Effective upon date of Board approval through June 30, 2005, with two 12-month automatic renewals through Fiscal Year (FY) 2006-07.

4. **FINANCIAL INFORMATION:**

FY 2004-05: \$1,700,000, 100% offset by CDHS funds.
FY 2005-06: \$1,700,000, 100% offset by CDHS funds.
FY 2006-07: \$1,700,000, 100% offset by CDHS funds.
See Attachment B.

5. **DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:**

Cynthia A. Harding, MPH, Director, Maternal, Child, and Adolescent Health Programs

6. **APPROVALS:**

Public Health: John F. Schunhoff, Ph.D., Chief of Operations

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Stephanie Joe Farrell, Deputy County Counsel

BLACK INFANT HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY

CONTRACTOR RECOMMENDATIONS

SERVICE PLANNING AREA BASED SERVICES			
Contractor/Contact Person		Each Fiscal Year Allocation	Total 3 FY Maximum Obligation
1.	Children's Collective, Inc. 5870-C West Jefferson Blvd. Los Angeles, California 90016 (310) 733-4388 FAX (310) 733-4320 Tressa Tucker-Ferrier, Ph.d.	\$367,810	\$1,103,430
2.	Great Beginnings for Black Babies, Inc. 3311 West Manchester Blvd., Suite 301 Inglewood, California 90305 (323) 789-7955 FAX (323) 789-7960 Zola Jones, Executive Director	\$315,170	\$ 945,510
3.	Harbor UCLA RE-SLAHP 1124 West Carson St., Building N14, Room 6 Torrance, California 90502-2064 (323) 757-7244 x 242 FAX (323) 779-1190 Steve Baranov	\$315,170	\$ 945,510
4.	Mission City Community Network, Inc. 15206 Parthenia Street North Hills, California 91343 (818) 830-6373 FAX (818) 830-6374 Nik Gupta, Chief Executive Officer	\$244,750	\$ 734,250
5.	Prototypes, Centers for Innovation in Health, Mental Health and Social Services 5601 W. Slauson Ave., Suite 200 Culver City, California 90230 (310) 641-7795 FAX (310) 649-4347 Ruth Slaughter, Divisional Director	\$228,200	\$ 684,600
6.	Public Health Foundation Enterprises, Inc./First Missionary Baptist Church 13200 Crossroads Parkway North, Suite 135 City of Industry, California 91746 (661) 944-4647 FAX (661) 944-4382 C. McKinley Kemp, Program Director	\$228,900	\$ 686,700
Project Total		\$1,700,000*	\$5,100,000*

*100% State funded.

Contract No. H-

BLACK INFANT HEALTH PROGRAM SERVICES
LOS ANGELES COUNTY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

HARBOR-UCLA RESEARCH AND
EDUCATION INSTITUTE
(hereafter "Contractor").

WHEREAS, this Agreement is authorized by California
Government Code Sections 26227 and 53703 and otherwise.

WHEREAS, in connection with its participation in the State
of California's Maternal and Child Health (MCH) County Black
Infant Health (BIH) Program, County's Department of Health
Services (hereafter "DHS") has established a County Black Infant
Health Program (hereafter "Program"), the objective of which is
to reduce the infant mortality rate among African Americans; and

WHEREAS, Program provides for continuing and expanding DHS'
"Great Beginnings for Black Babies" project, an educational and
media campaign designed to encourage early and continuous
prenatal care during pregnancy and to emphasize the importance of
maintaining healthy lifestyles; and

WHEREAS, State Program requires County BIH Program services
specifically directed toward meeting requirements of the State of

California MCH Program; and

WHEREAS, Program requires the Contractor temporary services to provide the services to facilitate implementation of the Program; and

WHEREAS, the term "Director" as used herein refers to County's Director of Department of Health Services or his/her authorized designee(s); and

WHEREAS, County's Director of DHS has made a finding that the services to be provided hereunder are of a professional and temporary nature; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing BIH Program services; and

WHEREAS, Contractor possesses the competence, expertise, facilities and personnel to provide the temporary services described hereunder and has offered its resources to County to carry out the objectives of the Program; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1 and ends the following June 30; and

WHEREAS, County's DHS believes it is in the best interest of the residents of County to obtain these services by contract; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence upon date of Board approval, and shall continue, unless sooner terminated or canceled, in full force and effect to midnight June 30, 2005. Said agreement shall thereafter be automatically renewed for two 12-month automatic renewals through June 30, 2007 without further action by either party unless notice in writing of a party's intention not to so renew is given to the other party at least (30) calendar days prior to July 1, 2005 or July 1, 2006, as appropriate. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days advance written notice to County. County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder. In any event, this Agreement shall finally expire on June 30, 2007.

County may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's

Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but

are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Maternal and Child Health Program within forty-five (45) days after such termination date, an annual cost report as directed by Program.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit A, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period commencing upon the date of Board approval through June,30, 2005, the maximum obligation of County for all services provided under this Agreement shall not exceed One Million, Seven Hundred Thousand Dollars (\$1,700,000). Such maximum obligation is comprised entirely of State of California Department of Health Services MCH Program funds. This sum represents the total maximum obligation of County as shown in Schedule 1-A, attached hereto and incorporated herein by reference.

B. During the period commencing July 1, 2005 through

June 30, 2006, the maximum obligation of County for all services provided under this Agreement shall not exceed One Million, Seven Hundred Thousand Dollars (\$1,700,000). Such maximum obligation is comprised entirely of State of California Department of Health Services MCH Program funds. This sum represents the total maximum obligation of County as shown in Schedule 1-B, attached hereto and incorporated herein by reference.

B. During the period commencing July 1, 2006 through June 30, 2007, the maximum obligation of County for all services provided under this Agreement shall not exceed One Million, Seven Hundred Thousand Dollars (\$1,700,000). Such maximum obligation is comprised entirely of State of California Department of Health Services MCH Program funds. This sum represents the total maximum obligation of County as shown in Schedule 1-C, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND RE-ALLOCATIONS :

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his/her authorized designee(s) specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public

Health Programs and Services. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation of each fiscal year as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director.

At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1-A, 1-B, 1-C, and the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibit A

Exhibit A-1, Scope of Work

Schedule 1-A

Schedule 1-B

Schedule 1-C

8. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and

appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described herein below. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 11, Insurance Coverage Requirements, herein below. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of

their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such

deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance

requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million
Disease - Policy Limit: \$1 Million
Disease - Each Employee: \$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

12. ENDORSEMENTS: Contractor shall not, in any manner, advertise, publish or represent that County endorses the goods or services herein mentioned without the prior written consent of County. Any published document referencing County must have prior written consent of County.

13. RIGHTS OF DATA: County obtains the right to use duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, and to authorize others to do writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement. Contractor retains the right to use, duplicate and

disclose in whole or in part, in any manner, for any purposes whatsoever, all writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement subject to the ENDORSEMENT Paragraph.

14. TRADE SECRETS Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall and does keep and bear County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

15. CONTRACTOR'S OFFICES: Contractor's primary business office is located at 1124 West Carson St., Building N14, Room 6, Torrance, California 90502-2064. Contractor's primary business telephone number is (323) 757-7244 x242 and facsimile/FAX number is (323) 779-1190. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, of any change in its primary business address, business telephone number, and/or business facsimile/FAX number, at least ten (10) calendar days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's DHS, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

16. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be

in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the other party as follows:

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Director, Contract Administration
- (2) Department of Health Services
Public Health Programs and Services
313 North Figueroa Street, Eighth Floor
Los Angeles, California 90012

Attention: Chief of Operations
- (3) Department of Health Services
MCH Program
600 South Commonwealth Avenue, Suite 800
Los Angeles, California 90005

Attention: Director

B. Notices to Contractor shall be addressed as follows:

Attention: _____

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

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

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AGRECD2393
PO:5/04

EXHIBIT A

BLACK INFANT HEALTH PROGRAM SERVICES
STATEMENT OF WORK

Date of Board Approval through June 30, 2005

1. DEFINITION: The Black Infant Health Program Services are comprehensive programs that promote access to quality maternal and child health services, healthy lifestyles to pregnant and/or parenting African-American women, and reduce infant mortality in Los Angeles County. These services are provided utilizing: 1) the Prenatal Care Outreach Intervention model which supports aggressive community education regarding maternal and infant health topics, enrollment of eligible women into care coordination services, and referral to other County home visitation programs; 2) the Social Support and Empowerment Intervention model which provides clients with support, advocacy and assistance in order to live a more empowered life; and 3) the use of the State Black Infant Health Management Information System (BIH-MIS) that allows for the collection and storage of client data for tracking and program evaluation.

2. PERSONS TO BE SERVED: Contractor shall provide services, in targeted zip codes, to pregnant and parenting African American women, ages 18 years and older, infants, and children at-risk for poor birth or perinatal outcomes. Targeted for Black Infant Health

(BIH) Program services are 1) women who have experienced a fetal or infant demise, (2) women delivering a previous low birth weight and/or premature baby, (3) pregnant/parenting women who have not accessed appropriate health care and/or other supportive services due to systemic or personal reasons, pregnant/parenting women who require assistance in accessing and receiving Medi-Cal and other required services due to systemic or personal barriers, and (4) women who have an inadequate support system (in accordance with exhibit A-1, Scope of Work, attached hereto and incorporated herein by reference).

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder are located at:
ENTER ADDRESS OR SPECIFIC COMMUNITY LOCATIONS WHERE SERVICES WILL BE CONDUCTED. Contractor shall request approval from DHS in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

4. COUNTY'S MAXIMUM OBLIGATION: During the period upon date of Board approval through June 30, 2005, that portion of County's maximum obligation which is allocated under this Exhibit for BIH services shall not exceed Three Hundred Fifteen Thousand, One Hundred Seventy Dollars (\$315,170).

5. COMPENSATION:

A. County shall compensate Contractor for performing

services hereunder for actual reimbursable net cost basis as set forth in Schedules 1-A, 1-B, and 1-C.

B. Contractor shall be compensated for participating in the Federal Financial Participation (FFP) Program and submitting accurate quarterly time study forms as specified in Exhibit A-1, Statement of Work.

C. For reimbursement calculation purposes, the Contractor's staff and subcontractors must complete the quarterly time study forms using specific function codes that have reimbursement formulas and rates.

D. Payment for services provided shall be subject to the receipt of quarterly time study forms and corresponding accurate monthly invoices.

Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide BIH services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibit A-1, Scope of Work, attached hereto and incorporated herein by reference.

B. Contractor shall obtain written approval from DHS's

authorized designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to DHS at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials shall include, but are not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

D. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

E. Contractor shall utilize funds received from County for the sole purpose of providing BIH Program services.

F. Contractor shall maintain separate financial accounts of funds received from County.

7. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit A-1, Statement of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, including, but not limited to: 1) job description of all positions funded under this agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with the ADDITIONAL PROVISION attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the DHS's authorized designee in writing prior to filling said vacancy.

8. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit A-1, Statement of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of BIH Program staff. Contractor shall maintain documentation of staff training in each employee file that includes, but is not limited to: 1) date, time, and location of staff training; 2) name of trainer and title, training topic(s); 3) and name of attendees and title.

9. BIH PROGRAM MANAGEMENT INFORMATION SYSTEM: Contractor shall enter data on program participants into the BIH Management Information System (BIH-MIS) for client tracking and program

evaluation. Client data is collected daily, entered weekly, at a minimum, and uploaded monthly to the San Diego State University (SDSU) BIH Evaluation Team. BIH-MIS technical assistance is provided by SDSU. Contractor is required to use the BIH-MIS.

10. PROPRIETARY CONSIDERATIONS:

A. County and Contractor agree that aggregated, non-identifying client data and other materials and information developed and or modified under this Agreement may be used by either Contractor or County both during and subsequent to the term of this Agreement.

B. County and Contractor agree to protect the security of all data, materials, and information developed and or produced under this Agreement. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to fire and theft.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit monthly reports to DHS no later than fifteen (15) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by DHS.

A. Quarterly Reports: Contractor shall submit to DHS a quarterly report within the time period as directed by the

County MCH Program for each quarter. Quarterly reports shall include all the required information and be completed in the correct format.

B. Semi-Annual Report: Contractor shall submit to DHS a semi-annual report within the time period as directed by the County MCH Program for each year. Semi-annual reports shall include all the required information and be completed in the correct format.

C. Annual Report: Contractor shall submit to DHS an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing face-to-face client services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

13. QUALITY IMPROVEMENT: Contractor shall develop and submit to DHS within ninety (90) days of the execution of this Agreement its written Quality Improvement Plan (QIP). The QIP shall describe the process for continually assessing the Contractor's program

effectiveness in accomplishing the BIH mission, goals, and objectives. The QIP shall include the following components: QIP Committee, Written Policies and Procedures, Client Feedback, Program Staff, Measurable Program/Service Quality Indicators, QIP Implementation, and Quality Assessment and Management Reports.

A. Quality Improvement Committee - The QIP Committee shall develop, review, and revise the QIP on an annual basis. In addition, the QIP Committee shall continually assess and make recommendations regarding the improvement of program services, and for developing plans of corrective action for identified program deficiencies. The Committee shall discuss and act on process and outcome data results, and client feedback. The QIP Committee shall consist of representatives from the: contractor; BIH clients, volunteers, program staff, and community advisory board. The Program Manager under this contract must be included as a QIP Committee member. Committee membership shall be described, at a minimum, by title and role, and the constituency represented (i.e., staff, client, board member). The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented. The QIP Committee activities shall be documented and shall include, but are not limited to, agendas, sign-in sheets, and meeting minutes that include date, time, topics discussed, recommendations, and corrective actions. Documentation shall be made available at

the time of the annual review.

B. Written Policies and Procedures - The QIP shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Executive Director and Program Manager. Policies and procedures shall be based on essential program activities and the scope of work specific to this contract. Written policies and procedures shall be maintained on file and made available at the annual program review.

C. Client Feedback: The QIP shall include a written survey for client feedback regarding program effectiveness, accessibility, and client satisfaction. Describe the method(s) to be used to obtain client feedback. Client feedback shall be collected annually. Describe how client feedback data will be managed by the QIP Committee and used to make improvements to the program.

D. Program Staff: The QIP shall describe the process for developing, training and monitoring staff performance. The QIP shall specify that staff is evaluated annually.

E. Measurable Program/Service Quality Indicators: Indicators are intended to measure 1) Process - How well the services are being provided, or 2) Outcome - The benefits and/or other results that clients experience during/after program

participation. By developing a set of indicators, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is achieved, the Contractor shall be able to assess the quality of service delivery on an on-going basis.

Process and outcome indicators shall be developed based on key activities described in the scope of work. The QIP Committee is responsible for developing a plan of corrective action to address indicators that are marginally achieved, and for describing how the results of the measurable data will be used to improve services. The QIP shall require measurement of, and include at a minimum, the measurable program indicators/outcomes described in the scope of work.

F. QIP Implementation: Contractor shall implement its QIP to ensure the quality of the services provided are assessed and improved on a continuous basis.

G. QIP Summary Reports: The QIP shall include the requirement for two (2) brief and concise QIP summary reports due December 15 (Mid-Year) and June 15 (Annual). These reports shall be developed by the QIP Committee and signed by the Executive Director. The following reports shall be made available to the County at the time of the annual program review:

- (1) The Mid-Year QIP Summary Report which shall,

at a minimum, document: areas of concern identified by the QIP Committee (i.e., program performance, results of process and outcome measures, data collected from client feedback, and results of plans of corrective action); and

(2) The Annual QIP Summary Report which shall, at minimum, document outcomes of implementing plans of corrective action for the previous six months and overall QIP program performance.

BIH
2/10/04

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH SERVICES AGREEMENT
COST REIMBURSEMENT

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ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH SERVICES AGREEMENT
COST REIMBURSEMENT

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e. another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race,

color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written

procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take

affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of

Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and

employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. STAFFING AND STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County as indicated on attached Schedule. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify Director. Contractor shall provide the above set forth required information to Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Contractor shall institute and maintain a training/staff

development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

8. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole

employees of Contractor and not employees of County.

Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. ACKNOWLEDGMENT that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such ACKNOWLEDGMENT shall be substantially similar to Exhibit I, attached hereto and incorporated herein by reference.

9. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any

rights as a third party beneficiary of this Agreement.

10. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT :

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

11. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE :

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

12. BILLING AND PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder as indicated on Schedules 1-A, 1-B, and 1-C.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make

payment in accordance with the schedule(s) attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by Federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless

such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County

shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

13. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identify all designated donations, grants, and other revenues,

including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's

supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial

records referred to herein above.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Director and County's Department of Health Services - Financial Services Division, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report,

unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County

representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

14. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers,

employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. PUBLIC ANNOUNCEMENTS AND LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after

the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

17. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

18. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If

any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

19. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar

associations within Los Angeles County that have such a service.

20. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in

part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole

judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

22. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s).

Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s)

and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

23. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be enacted or amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

24. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its By-Laws; meet not less than required by the By-Laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

25. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates

required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS at any time during the term of this Agreement.

26. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable

fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety calendar days (90) following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request,

Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

27. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

29. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination For Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two

circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided herein above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

30. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County

officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

31. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination. After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not

later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) working calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

32. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER : Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible.

Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

33. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

34. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

35. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no

greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

36. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 Subdivision(b).

Within thirty (30) calendar days of the effective date of this Agreement, Contractor shall submit to County's District Attorney ("DA") a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County

Code, that: (1) the POI Form has been appropriately completed and provided to the DA with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the DA) to County's DA shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement.

38. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply Contractor with the poster to be used.

39. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

40. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

41. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on

Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

42. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

43. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

44. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from

participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

45. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

46. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other

remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

47. USE OF RECYCLED - CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

48. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's

satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Services Program provisions of the County Code as described herein above: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours

as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the

Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

49. SAFELY SURRENDERED BABY LAW: In accordance with County's goal to encourage the safe surrender of an unwanted newborn (s) (i.e., a baby[ies] seventy-two [72] hours old or less) by a mother or person with lawful custody to a designated safe haven site (e.g., all hospitals with emergency rooms, County fire stations, County medial centers, etc.) without fear of litigation and to further ensure that no newborn baby is ever abandoned in Los Angeles County; Contractor shall agree to notify and provide to all of its officers, employees, and agents, information on the Safely Surrendered Baby Law (also known as the Newborn Abandonment Law or Safe Haven Law) and its implementation within Los Angeles County. Contractor shall request and obtain from Director information and notices for notifying its officers, employees, and agents, on County's implementation of the Safely Surrendered Baby Law, as it now exist or may hereafter be amended, from time-to-time, but no less than on an annual basis.

50. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of

any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - BUSINESS ASSOCIATE Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated hereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations");

The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS:

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of, access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered

warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a governmental program providing benefits.

1.5 "Services" has the same meaning as in the body of this Agreement.

1.6 "Use" or Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.7 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the Privacy Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- (i) Use Protected Health Information; and
- (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2. Adequate Safeguards for Protected Health Information.

Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to [the Departmental Privacy Officer], telephone number

_____ within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date of Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information

Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall provide such access for inspection of that Protected

Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an

accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitation on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1. Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the

breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is feasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such

Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1. No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise this Paragraph shall be construed under, and in accordance with, the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary

for Covered Entity to comply with the requirements of the Privacy Regulations.

AGRECD2393.P0

PO:02/14/03

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Copy must be forwarded by CONTRACTOR to Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

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NAME: _____

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Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

Goals:

1. Reduce African American infant mortality through comprehensive community-based efforts by assuring that at-risk pregnant and parenting women and their children up to two years of age have access to quality maternal and child health services.
2. Increase the number of African American women who receive prenatal care in the first trimester.
3. Reduce the number of African American infants who weigh less than 2,500 grams at birth.
4. Reduce the number of African American women who smoke, use alcohol, and/or non-prescription drugs during pregnancy.
5. Reduce the number of African American babies who die due to Sudden Infant Death Syndrome (SIDS).
6. Reduce African American maternal mortality.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>1.1 By June 30, 2005, the Contractor will conduct a community-based Black Infant Health (BIH) Program that supports, facilitates, and promotes culturally competent and better health care services for at-risk African American women (18 years of age and older) who are pregnant or parenting a child under 2 years of age.</p> <p>A useful definition of cultural competence is: "Cultural and linguistic competence is a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations."</p> <p>Characteristics that contribute to the "at-risk" status include, but is not limited to (1) women who have experienced a fetal or infant demise, (2) women delivering a previous low birth weight and/or premature baby, (3) pregnant/parenting women who have not accessed appropriate health care and/or other supportive services due to systemic or personal barriers, (4) pregnant/parenting women who require assistance in accessing and receiving MediCal and other required services due to systemic or personal barriers, and (5) women who have an inadequate support system.</p>	<p>1.1a Maintain culturally competent staff to perform program services.</p> <p>The staff required to perform BIH services:</p> <p>Program Manager – Coordinate and oversee the implementation of the State BIH Prenatal Care Outreach (PCO) and Social Support & Empowerment (SSE) models, and the Data Collection System (BIH-MIS). Serve as the program liaison to DHS.</p> <p>Minimum Requirement – A Bachelors degree from an accredited college or university in health care or public administration, or a closely related field and three (3) years of highly responsible staff experience including the supervision of 5 or more employees.</p> <p><u>Community Health Outreach Workers</u> – Provide care coordination services as outlined in the PCO curriculum, and assist with SSE.</p> <p>Minimum Requirement – High School diploma or GED and six (6) months experience working with the public or interacting with community groups providing information.</p>	<p>07/01/04 – 06/30/05</p> <p>Hire by 08/01/04</p> <p>Hire by 09/15/04</p>	<p>1.1a Maintain on file: current job descriptions; recruitment ads/bulletins/flyers; employment applications and supporting documents.</p>

Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

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MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p><u>Health Educator</u> – Facilitate the SSE curriculum and coordinate SSE effort with care coordination services. Minimum Requirement – A Bachelors degree from an accredited college or university in Health Education, Ethnic Studies, Social Work, or a closely related field or Three (3) years of recent experience conducting group presentations and working with at-risk or high risk African American women.</p>	<p>Hire by 08/01/04</p>	
	<p><u>Data Clerk/Administrative Assistant</u> – Perform BIH-MIS data entry and clerical support. Minimum Requirement – High School diploma or GED and one (1) year experience inputting significant amounts of data, and two (2) years experience performing general office duties including word processing, answering phones, and maintaining filing systems.</p>	<p>Hire by 09/01/04</p>	

Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>2.1 By June 30, 2005, the Contractor will ensure all BIH staff and subcontractors are implementing program activities, are trained on the State-mandated Maternal and Child Health (MCH) Federal Financial Participation (FFP) Program, and on the DHS Automated Time Study procedures.</p>	<p>2.1a Staff and subcontractors will attend the State MCH FFP Program (Time Study) training.</p> <p>2.1b Staff and subcontractors will attend DHS Time Study Training, which includes training on the Automated Time Study software.</p>	<p>By 08/01/04</p>	<p>2.1a Maintain training certificates in employee and subcontractors' files.</p>
<p><i>During the first contract term, DHS will coordinate Time Study training with the State BIH Program Office. Thereafter, the Contractor is responsible for training all staff and subcontractors.</i></p>	<p>2.1c Train staff and subcontractors that do not attend the State or DHS trainings, the Contractor will use the State-DHS Time Study training outline to train staff and subcontractors within the first two (2) weeks of their employment.</p>	<p>08/01/04 – 06/30/05</p>	<p>2.1b Maintain training certificates in employee and subcontractors' files.</p> <p>2.1c Maintain current State-DHS training outline on file. Maintain training certificates in employee and subcontractors' files.</p>
<p>2.1d Staff and subcontractors will complete quarterly time study forms for August and November 2004, and February and May 2005. Submit original forms to DHS no later than the 5th working day of the month following the month the time study was conducted.</p>	<p>2.1d Staff and subcontractors will complete quarterly time study forms for August and November 2004, and February and May 2005. Submit original forms to DHS no later than the 5th working day of the month following the month the time study was conducted.</p>	<p>09/08/04 12/07/04 03/07/05 06/07/05</p>	<p>2.1d Maintain a copy of quarterly time study forms on file.</p>

Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>2.2 By June 30, 2005, the Contractor will ensure all BIH staff and subcontractors implementing program activities, are trained on the State-mandated BIH Prenatal Care Outreach (PCO) and Social Support & Empowerment (SSE) model interventions, BIH-MIS, and other relevant training.</p>	<p>2.2a Staff and subcontractors will attend the State BIH PCO, SSE, and Data System (BIH-MIS) trainings.</p>	<p>By 12/01/04</p>	<p>2.2a Maintain training certificates in employee and subcontractors' files.</p>
<p><i>During the first contract term, DHS will coordinate PCO and SSE training with the State BIH Program Office, and will coordinate BIH-MIS training with the San Diego State University (SDSU) BIH Evaluation Team. Thereafter, the Contractor is responsible for training all staff and subcontractors to implement PCO and SSE, and to perform data system activities.</i></p>	<p>2.2b The Contractor will use the intervention curriculums and data guidelines to develop a PCO, SSE, and BIH-MIS training outline. Submit training outline to DHS for approval.</p>	<p>12/01/04</p>	<p>2.2b Maintain training outline and DHS approval on file.</p>
	<p>2.2c Train staff and subcontractors that do not attend the State BIH trainings, use the DHS-approved PCO, SSE, and BIH-MIS training outline. The Contractor will conduct and complete training for staff and subcontractors within the first sixty (60) days of their employment.</p>	<p>01/01/05 – 06/30/05</p>	<p>2.2c Maintain training certificates in employee and subcontractors' files.</p>
	<p>2.2d Provide staff and subcontractors training on perinatal health issues and other topics that will improve their knowledge and ability to perform program services competently. Training topics include, but are not limited to, those identified in the State PCO curriculum.</p>	<p>07/01/04 – 06/30/05</p>	<p>2.2d Maintain training documentation in employee and subcontractors' files.</p>

Exhibit A-1

BLACK INFANT HEALTH (BIH) PROGRAM
SCOPE OF WORK
JULY 1, 2004 through JUNE 30, 2005

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>2.3 By June 30, 2005, the Contractor will ensure all BIH staff and subcontractors implementing program activities, are trained on the DHS Kicks Count Program and the DHS <i>Techniques to Document Well Baby Visits and Immunizations</i>.</p> <p><i>During the first contract term, DHS will conduct the Kicks Count Program and Techniques to Document Well Baby Visits and Immunizations trainings. Thereafter, the Contractor is responsible for training all staff and subcontractors performing PCO and SSE services.</i></p>	<p>2.3a Staff and subcontractors will attend the DHS Kicks Count Education Program training.</p> <p>2.3b Train staff and subcontractors that do not attend the DHS training, the Contractor will use the DHS Kicks Count training outline to train staff and subcontractors within the first sixty (60) days of their employment.</p> <p>2.3c Staff and subcontractors will attend the DHS <i>Techniques to Document Well Baby Visits and Immunizations</i> training.</p> <p>2.3d Train staff and subcontractors that do not attend the DHS training, the Contractor will use the DHS <i>Techniques to Document Well Baby Visits and Immunizations</i> outline to train staff and subcontractors within the first sixty (60) days of their employment.</p>	<p>By 02/01/05 and As scheduled</p> <p>02/01/05 – 06/30/05</p> <p>By 03/01/05 and As scheduled</p> <p>03/01/05 – 06/30/05</p>	<p>2.3a Maintain training certificates in employee and subcontractors' files.</p> <p>2.3b Maintain current DHS training outline on file. Maintain training certificates in employee and subcontractors' files.</p> <p>2.3c Maintain training certificates in employee and subcontractors' files.</p> <p>2.3d Maintain current DHS training outline on file. Maintain training certificates in employee and subcontractors' files.</p>

Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>3.1 By June 30, 2005, the Contractor will increase awareness about African American infant mortality and BIH Program services by conducting culturally competent street-based community education in the target area and document 1,088 (minimum) community contacts.</p> <p>A community education contact is defined as speaking face-to-face with someone, or to a group of people, to inform them about African American infant mortality issues impacting the service area, and to identify African American women who are eligible for BIH services.</p> <p>Target area - South Central Los Angeles: 90059, 90220, 90221, 90222, 90262, 90247, 90250, 90260, 90301, 90302, 90303, 90304, 90717, 90731, and 90732</p>	<p>3.1a Develop a community education contacts protocol to reach at-risk pregnant and parenting African American women in the target area. At a minimum, include in the protocol: a script for staff to introduce the BIH program; procedure for using an Outreach Contact form in the field; policy to follow-up with a potential client within 4 business days; procedure for completing a Client Screening Instrument (CSI) form with potential clients; policy for using activity/event sign-in sheets and summary sheets; policy to distribute culturally specific flyers and educational materials. Submit protocol to DHS for approval.</p> <p>3.1b Develop a resource directory/library and referral form(s) for staff and subcontractors to use for referral activities.</p> <p>3.1c Develop or use existing culturally appropriate flyers/literature to disseminate during community education activities. Submit created and existing materials to DHS for approval 30 days prior to intended use.</p> <p>3.1d Schedule staff to conduct community education contacts in the target area. Staff and subcontractor itineraries must have a date, time, site name, zip code where the community education contact was made, and include a staff or subcontractor signature.</p>	<p>12/01/04</p> <p>11/01/04</p> <p>07/01/04 – 06/30/05</p> <p>07/01/04 – 06/30/05</p>	<p>3.1a Maintain community education contacts protocol and DHS approval on file.</p> <p>3.1b Maintain an up-to-date resource directory/library and referral forms on file.</p> <p>3.1c Maintain materials and DHS approval(s) on file.</p> <p>3.1d Maintain itineraries on file.</p>

Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK**

JULY 1, 2004 through JUNE 30, 2005

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p>3.1e Conduct community education contacts following the PCO curriculum and document activities. To validate (count) the contact, a completed Outreach Contact form must have at a minimum: a person's last name, first initial or name, residence zip code, phone number, date of contact, site name, zip code, and include the name of the staff or subcontractor making the contact. If contact was made with a potential client, also complete a CSI form. If contact was made at an event, also have a completed activity/event sign-in sheet and summary sheet. Submit activity/event summary sheet to DHS with the monthly report. The Contractor may use a copy of the Outreach Contact form found in the data forms book (greenbook), or can develop an Outreach Contact form for field use. The Contractor can only make a copy of the <u>CSI form</u> because changes cannot be made to the State CSI form.</p>	<p>07/01/04 – 06/30/05</p>	<p>3.1e Maintain an Outreach Activities Binder (organized by fiscal year and month) that contains completed Outreach Contact forms; Client Screening Instrument forms completed for women <u>not enrolled</u> in PCO; activity/event sign-in sheets and summary sheets. In monthly reports, document the number of activity/events conducted and the number of community education contacts.</p>

Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>4.1 By June 30, 2005, the Contractor will provide care coordination services to 320 (minimum) women enrolled in PCO.</p> <p>Care coordination services are non-diagnostic (no medical or psychological diagnosis or treatment); CHOWs follow clients from a socioeconomic perspective only.</p>	<p>4.1a Develop a care coordination protocol to ensure staff and subcontractors provide culturally competent services. At a minimum, include in the protocol: in-take procedures; policy to make a home visit bi-monthly or more frequently if needed; procedures to develop a client care plan; strategies to refer to and coordinate with health care, community, and family supportive services; strategies to reduce client barriers in accessing services; strategies to increase client retention; list of health education topics, and applicable literature, that will be discussed with client throughout enrollment; an incentive distribution policy and procedure; policy to close a file when there is no contact with a client for 8 weeks, or when the index child is 24 months of age, or within 60 days of the death of the mother or index child. Submit protocol to DHS for approval.</p>	<p>12/01/04</p>	<p>4.1a Maintain care coordination protocol and DHS approval on file.</p>
<p>4.1b</p>	<p>Enroll women in PCO who meet program eligibility requirements (see total score and service decision on the CSI form). Submit a fiscal year-to-date BIH-MIS Caseload Report to DHS with the monthly report.</p> <p>A) CHOWs transfer the data on the Outreach Contact form onto the Outreach Contact form found in the greenbook, fill in any missing data, and file the original in the Outreach Activities Binder.</p> <p>B) CHOWs transfer the data from the copy of the CSI onto the CSI form found in the greenbook, and file the</p>	<p>07/01/04 – 06/30/05</p>	<p>4.1b Maintain Outreach Contact forms in the Outreach Activities Binder and file the copy of the CSI in the clients' files. Maintain the client's greenbook data in the BIH-MIS.</p>

Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>4.2 By June 30, 2005, the Contractor will ensure all BIH staff and subcontractors implementing program services, provide follow-up services.</p>	<p>C) Using the client's greenbook, the Data Clerk enters the new client's data into the BIH-MIS and obtains a BIH-MIS case number.</p> <p>4.1c Open a client file. Client files must be arranged in the same order and contain all administrative forms sited in the PCO curriculum. All files must have up-to-date documentation of interactions with the client (inclusive of all forms and progress notes), and up-to-date greenbook data. Also, maintain a list of incentives distributed to the clients, and a list of health education topics discussed with the client and signed-off by a staff/subcontractor signature and date. The Contractor must use file folders that can maintain the file's contents <u>securely</u>.</p>	<p>07/01/04 – 06/30/05</p>	<p>4.1c Maintain client files confidentially in locked cabinets and ensure client files and BIH-MIS data is made available upon request by State BIH personnel and/or authorized DHS BIH staff. At the annual program review client files will be reviewed.</p>
<p>4.2a By June 30, 2005, the Contractor will ensure all BIH staff and subcontractors implementing program services, provide follow-up services.</p>	<p>4.2a Train staff and subcontractors to conduct one-on-one health education about topics that will be discussed with a client throughout participation in BIH.</p>	<p>07/01/04 – 06/30/05</p>	<p>4.2a Maintain training documentation in employee and subcontractors' files.</p>
<p>4.2b By June 30, 2005, the Contractor will ensure all BIH staff and subcontractors implementing program services, provide follow-up services.</p>	<p>4.2b Staff and subcontractors will conduct follow-up services to ensure clients have access to perinatal, post-partum, well baby care, immunizations, and other services deemed essential and appropriate for the health and welfare of the clients (mother, index child, and other family members). Follow-up services include, but are not limited to: developing a care plan; making</p>	<p>07/01/04 – 06/30/05</p>	<p>4.2b Maintain on file (organized by fiscal year and month) case conference sign-in sheets and minutes. Document follow-up services in the client files.</p>

Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p>home visits; making referrals; conducting one-on-one health education; writing progress notes; completing client data forms; distributing incentives; participating in case conferences; coordinating other client-centered activities.</p>		
	<p>4.2c Staff and subcontractors will initiate the Kicks Count Education Program with pregnant clients at 28 weeks of pregnancy. In collaboration with the prenatal provider, the client will be educated on fetal movement monitoring, and trained to complete Kicks Count diaries.</p>	<p>02/01/05 – 06/30/05</p>	<p>4.2c Maintain a copy of the Kicks Count Prenatal Care Provider letter, a copy of the client's 30-weeks, 34-weeks, and 38-weeks Kick Count diaries, and applicable progress notes in the client's file.</p>
	<p>4.2d Following the current immunizations schedule, CHOWs will document the immunizations the index child(ren) has received. If immunizations are not up-to-date, CHOWs will encourage and assist clients to obtain the needed immunizations.</p>	<p>07/01/04 – 06/30/05</p>	<p>4.2d Maintain in the client's file applicable progress notes, and record immunization data in the greenbook.</p>

Exhibit A-1

BLACK INFANT HEALTH (BIH) PROGRAM
SCOPE OF WORK
JULY 1, 2004 through JUNE 30, 2005

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>5.1 By June 30, 2005, the Contractor will conduct SSE classes and graduate 75 (minimum) clients.</p> <p>Clients are eligible to graduate upon completion of at least six (6) of the eight (8) SSE class sessions.</p>	<p>5.1a Develop a SSE care coordination protocol to ensure clients are empowered through positive group support to make healthy lifestyle choices. At a minimum, include in the protocol: recruitment plan and policy to follow-up referrals with a potential SSE client within 2 business days; policy for the SSE Facilitator to make a home visit after the client completes four (4) classes; policy for the SSE Facilitator to update a client's care plan based on SSE interactions; list of referrals to health care, community, and family supportive services; strategies to reduce client barriers in attending classes; strategies to increase client retention in SSE; list of guest speakers; a SSE incentive distribution policy and procedure; policy to close a SSE-client file when a client misses three (3) classes in a SSE series; policy to offer make-up classes; identify at least three (3) accessible and culturally aesthetic sites in the target area to hold classes. Submit protocol to DHS for approval.</p>	<p>02/01/05</p>	<p>5.1a Maintain SSE care coordination protocol and DHS approval on file.</p>
	<p>5.1b Enroll PCO clients who are at moderate risk (based on a mid-range service decision score) in SSE.</p> <p>A) Using the client's completed SSE forms, the SSE Facilitator transfers the data to the SSE pages of the client's greenbook.</p> <p>B) Using the SSE-client's greenbook data, the Data Clerk enters the SSE data into the BIH-MIS.</p>	<p>07/01/04 – 06/30/05</p>	<p>5.1b Maintain on file a SSE class roster for each SSE class series, and sign-in sheets for each SSE class session. Maintain the SSE-client's greenbook data in the BIH-MIS.</p>

Exhibit A-1

BLACK INFANT HEALTH (BIH) PROGRAM
SCOPE OF WORK
JULY 1, 2004 through JUNE 30, 2005

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p>5.1c Choose a section of the client's care coordination file to maintain SSE information. SSE-client papers must be arranged in the same order and contain all administrative forms sited in the SSE curriculum. SSE files must have up-to-date documentation of interactions with the SSE client (inclusive of all forms and progress notes), and up-to-date greenbook data. Also in the SSE section of the client's file, maintain a list of SSE incentives distributed to the clients. The Contractor must use file folders that can maintain the SSE papers <u>securely</u>.</p> <p>A) For ease in accessing SSE client information, the SSE Facilitator may elect to maintain SSE client data in a <u>temporary</u> separate client file while a SSE class series is in session, as long as the client is enrolled in the class series. Upon graduating, or when the client is no longer participating in the current class series, all of the client's SSE forms must be placed in the care coordination file.</p>	<p>07/01/04 – 06/30/05</p>	<p>5.1c Maintain client files (permanent and/or temporary) in locked cabinets and ensure all SSE-client files and SSE BIH-MIS data is made available upon request by State BIH personnel and/or authorized DHS BIH staff. At the annual program review SSE-client files will be reviewed.</p>

Exhibit A-1

BLACK INFANT HEALTH (BIH) PROGRAM
SCOPE OF WORK
JULY 1, 2004 through JUNE 30, 2005

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>5.2 By June 30, 2005, the Contractor will ensure the SSE-client receives follow-up services.</p>	<p>5.2a The SSE Facilitator will conduct follow-up SSE services to ensure clients are empowered through positive group support to make healthy lifestyle choices. Follow-up services include, but are not limited to: conducting SSE classes; collaborating with the client's CHOW to update the care plan; making a home visit; making referrals; writing SSE progress notes; completing SSE client data forms; distributing incentives; participating in case conferences; conducting other group health education forums; coordinating other client-centered activities.</p>	<p>07/01/04 – 06/30/05</p>	<p>5.2a Maintain on file (organized by fiscal year and month) case conference sign-in sheets and minutes. Document SSE follow-up services in the SSE section of the client's greenbook and file.</p>
<p>5.2b Participate in the DHS SSE Observations Visit(s). A) MCAH will conduct annual observation visit(s) to assess the delivery of SSE classes to clients.</p>	<p>5.2b Participate in the DHS SSE Observations Visit(s). A) MCAH will conduct annual observation visit(s) to assess the delivery of SSE classes to clients.</p>	<p>02/01/05 – 06/30/05</p>	<p>5.2b Maintain DHS SSE Observation Visit Evaluation(s) on file.</p>

Exhibit A-1

BLACK INFANT HEALTH (BIH) PROGRAM
SCOPE OF WORK
JULY 1, 2004 through JUNE 30, 2005

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MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
6.1 By June 30, 2005, the Contractor will enter client data into the BIH-MIS.	6.1a The Contractor will install all necessary computer equipment.	By 09/01/04	6.1a At the BIH Program site, the Contractor has computer equipment that meets the State BIH-MIS specifications.
	6.1b The Contractor will install the State BIH-MIS software.	By 10/01/04	6.1b The software is installed.
	6.1c Develop a data collection-data entry protocol to ensure all client data collected is entered into the State BIH-MIS. At a minimum, include in the protocol: procedure for client files to rotate between the CHOW's and SSE Facilitator to the Data Clerk; contingency plans for data entry in the absence of the Data Clerk; a method to back-up data daily or weekly; a quality assurance plan; names and phone numbers for SDSU and DHS technical assistance. Submit protocol to DHS for approval.	02/01/05	6.1c Maintain data collection-data entry protocol and DHS approval on file.
	6.1d Input, update, and maintain client data in the State BIH-MIS.	07/01/04 – 06/30/05	6.1d Client data is successfully uploaded electronically each month to the SDSU Evaluation Team. At the annual program review a client's MIS data will be compared to the data found in the client's file.
	6.1e As specified by DHS, no later than the 15 th of each month submit BIH-MIS data reports along with the monthly report and invoice.	08/15/04 – 06/30/05	6.1e The DHS Contractor's Monthly Report and Invoice Log.

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**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>7.1 By June 30, 2005, the Contractor will develop a BIH program objective that clearly expands efforts to improve the health and well being of the clients' family.</p>	<p>7.1a Designated staff and/or subcontractors will attend the DHS Perinatal Periods of Risk (PPOR) trainings.</p> <p>7.1b Based on PPOR findings for the target area, develop a program objective, inclusive of implementation activities and methods of evaluation. If appropriate, the Contractor can implement the Kern County BIH Prematurity Prevention Intervention, or may select another area of concentration. Submit program objective to DHS for approval.</p>	<p>By 03/01/05</p> <p>04/15/05</p>	<p>7.1a Maintain training certificates in employee and subcontractors' files.</p> <p>7.1b Maintain Objective 7 action plan and DHS approval on file.</p>
<p>8.1 By June 30, 2005, the Contractor will convene meetings with the BIH Community Advisory Board to obtain input and support for program activities, and to develop strategies to improve African American birth outcomes in the target area.</p> <p><i>For the State MCH annual report, DHS will give the Contractor a Committee Membership Form (Form 8) to complete and return to DHS by June 15, 2005.</i></p>	<p>8.1a The Contractor will identify and solicit a cross-section of community members to serve on the Community Advisory Board.</p> <p>8.1b The Contractor will select up to 21, but no fewer than 13, community members to serve on the BIH Community Advisory Board.</p> <p>8.1c Hold quarterly (minimum) Community Advisory Board meetings.</p>	<p>By 09/01/04</p> <p>By 10/01/04</p> <p>07/01/04 – 06/30/05</p>	<p>8.1a Maintain letters of solicitation on file.</p> <p>8.1b Maintain on file a current roster of board members.</p> <p>8.1c Maintain Community Advisory Board meeting notices, agendas, and minutes on file.</p>

Exhibit A-1

**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

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MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>9.1 By June 30, 2005, the Contractor will conduct a culturally specific public awareness campaign to inform and to educate the community about the importance for early access into, and maintenance of prenatal care.</p>	<p>9.1a In collaboration with the Community Advisory Board, the Contractor will develop a public awareness campaign, including a method of evaluation, to target African American women who are in their first trimester of pregnancy and who are not receiving prenatal care. Campaign activities should include at least two (2) of the following activities: health fair; PSA; community meeting/event; flyer distribution. Submit campaign activity plans to DHS for approval at least 60 days prior to implementation.</p> <p>9.1b Conduct First Trimester Enrollment Campaign activities. If applicable, complete activity/event sign-in sheet(s) and summary sheet(s). Submit activity/event summary sheet(s) to DHS with the monthly report.</p> <p>9.1c As a result of the campaign, enroll women in PCO who meet program eligibility requirements.</p>	<p>By 12/15/04</p> <p>01/01/05 – 06/30/05</p> <p>01/01/05 – 06/30/05</p>	<p>9.1a Maintain Community Advisory Board meeting notices, agendas and minutes that document planning efforts. Maintain a copy of the First Trimester Enrollment Campaign plans and DHS approval on file.</p> <p>9.1b Maintain activity/event sign-in sheets and summary sheets in the Outreach Activities Binder.</p> <p>9.1c See Method(s) of Evaluation 4.1b</p>
<p>10.1 By June 30, 2005, the Contractor will conduct one (1) <i>Celebrate Healthy Babies</i> (CHB) event to celebrate BIH clients' successes and to mobilize the community around the issue of African American infant mortality.</p> <p>BIH Program funding cannot be used to purchase food for this event or for any BIH program activities.</p>	<p>10.1a In collaboration with the Community Advisory Board, the Contractor will plan and publicize the <i>Celebrate Healthy Babies</i> event. Submit the CHB plan and publicity (PSA; flyers; print articles; etc.) to DHS for approval at least 90 days prior to a needed approval for the event.</p>	<p>07/01/04 – 06/30/05</p>	<p>10.1a Maintain Community Advisory Board meeting notices, agendas, and minutes that document planning efforts. Maintain the <i>Celebrate Healthy Babies</i> plan, publicity, and DHS approval on file.</p>

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**BLACK INFANT HEALTH (BIH) PROGRAM
 SCOPE OF WORK
 JULY 1, 2004 through JUNE 30, 2005**

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MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
11.1 By June 30, 2005, the Contractor will educate pregnant clients on the causes of low birth weight.	11.1a Develop or use existing educational materials to educate pregnant clients about the signs, symptoms, and causes (premature birth; drugs, alcohol, and tobacco use) of low birth weight. Submit created and existing educational materials to DHS for approval 30 days prior to intended use.	07/01/04 – 06/30/05	11.1a Maintain materials and DHS approval(s) on file.
11.1b On the list of health education topics, include the causes of low birth weight subjects and document the dates and staff or subcontractor who discussed causes of low birth weight with the client and who distributed educational materials to the client.		12/01/04	11.1b Maintain list of health education topics in client files.
12.1 By June 30, 2005, the Contractor will refer BIH clients who use illicit substances, alcohol, and/or tobacco products to appropriate treatment programs.	12.1a Provide staff and subcontractors training to identify clients who use alcohol, illicit substances, and or tobacco products.	07/01/04 – 06/30/05	12.1a Maintain training documentation in employee and subcontractors' files.
12.1b Develop or use existing perinatal-related alcohol, illicit drugs, and tobacco products educational materials to distribute to clients. Submit created and existing materials to DHS for approval 30 days prior to intended use.		07/01/04 – 06/30/05	12.1b Maintain materials and DHS approval(s) on file.
12.1c Identify treatment programs and develop Memorandums of Understanding (MOU).		07/01/04 – 06/30/05	12.1c Maintain Memorandums of Understanding on file.
12.1d Staff and subcontractors will make appropriate referrals for clients in need of		07/01/04 – 06/30/05	12.1d At the annual program review client files will be reviewed.

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BLACK INFANT HEALTH (BIH) PROGRAM
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JULY 1, 2004 through JUNE 30, 2005

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
13.1 By June 30, 2005, the Contractor in conjunction with the California SIDS Program, will educate clients and their families about SIDS deaths in the African American community, and about the strategies that may prevent SIDS.	<p>treatment services. Document referrals and final referral results in the greenbook on the Client Referral Tracking pages.</p> <p>12.1e Monitor the client's efforts to eliminate or reduce the risky behavior, and provide positive reinforcement to encourage and support the client. Supply the client with appropriate health education material and make applicable progress note entries.</p>	07/01/04 – 06/30/05	12.1e At the annual program review client files will be reviewed.
	<p>13.1a Develop a SIDS Education form to document the dates and staff or subcontractor who discussed SIDS with the client, and who distributed culturally specific SIDS materials (e.g., <i>Back to Sleep</i>) to the client and her family. Submit the SIDS form and materials to DHS for approval.</p>	11/01/04	13.1a Maintain the SIDS Education form, educational materials, and DHS approval on file.
	<p>13.1b Conduct one-on-one SIDS education with clients at the following times: 8th month of pregnancy; within two (2) weeks after the baby's birth; at the mother-infant 6-month follow-up home visit.</p>	07/30/04 – 06/30/05	13.1b Maintain an up-to-date SIDS Education form in the client's file.
	<p>13.1c Within two (2) weeks after the baby's birth, staff or subcontractor will make a home visit to observe the newborn's sleeping position and sleeping area and provide the mother with appropriate feedback to reinforce the SIDS message.</p>	07/30/04 – 06/30/05	13.1c Maintain documentation of the observations and feedback on the SIDS Education form.

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MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>14.1 By June 30, 2005, the Contractor will implement a Quality Improvement Plan (QIP) process for continually assessing the program's effectiveness in accomplishing the BIH mission, goals, and objectives.</p>	<p>14.1a Develop a QIP and submit to DHS for approval. The QIP shall include the following components: Quality Improvement Committee, Written Policies and Procedures, Client Feedback, Program Staff, Measurable Program/Service Quality Indicators, QIP Implementation, and QI Summary Reports. The QIP shall include the requirement for two (2) QI summary reports due mid-year and annually. These reports shall be developed by the QI Committee and signed by the Executive Director. The following reports shall be created: A) Mid-Year QI Summary Report – Document areas of concern identified by the QI Committee; program performance indicators; results of process and outcome measures; data collected from client feedback; plans of corrective action. B) Annual QI Summary Report – Document outcomes of implementing plans of correction action; overall QI process performance.</p>	<p>10/01/04</p>	<p>14.1a Maintain QIP and DHS approval on file. Maintain QI Committee documentation, written policies and procedures, Mid-Year, and Annual QI Summary Reports on file and make available at the annual program review.</p>

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BLACK INFANT HEALTH (BIH) PROGRAM
SCOPE OF WORK
JULY 1, 2004 through JUNE 30, 2005

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
15.1 Throughout the term of this agreement, maintain effective communication and program coordination with DHS to maximize program efforts and to ensure continuity in the countywide BIH Program.	15.1a Attend the monthly DHS BIH Team Meeting, and host one (1) of these meetings. Required attendees at the DHS BIH Team Meetings: Program Manager, SSE Facilitator, (1) CHOW.	As scheduled	15.1a Meeting sign-in sheets.
	15.1b Participate in other State BIH and/or DHS BIH meetings and activities.	As scheduled	15.1b Meeting sign-in sheets.

SCHEDULE 1

HARBOR UCLA RESEARCH AND EDUCATION INSTITUTE
 BLACK INFANT HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY

	<u>Budget Period</u>
	Date of Board Approval through <u>June 30, 2005</u>
Full-Time Salaries	\$181,920
Employee Benefits @ 33%	<u>60,034</u>
Total Full-Time Salaries and Employee Benefits	\$241,954
Part-Time Salaries	\$ -0-
Employee Benefits @	<u>\$ -0-</u>
Total Part-Time Salaries and Employee Benefits	\$ -0-
Total Salaries and Employee Benefits	\$241,954
Operating Expenses	\$ 29,444
Equipment	\$ -0-
Rent	\$ 25,580
Subcontracts	\$ -0-
Indirect Cost @ 10% of Salaries	<u>\$ 18,192</u>
TOTAL PROGRAM BUDGET	\$315,170

During the term of this Agreement, any variation to the above budget must have prior written approval of the Department of Health Services Director or his designee. Funds shall only be utilized for eligible program expenses.

