County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 18, 2007

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

Dear Supervisors:

DEPARTMENT OF HEALTH SERVICES: APPROVAL TO ACCEPT NOTICE OF REFUNDING AND APPROVAL OF FAMILY PLANNING PROGRAM AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Health Services (Director), or his designee, to accept the Notice of Refunding from the California Family Health Council, Inc. (CFHC), Exhibit I, for federal Title X funds, pending receipt of the formal notification, for the provision of family planning services, in the anticipated award amount of $918,803, for Calendar Year (CY) 2008.

2. Delegate authority to the Director, or his designee, to accept and sign the CFHC contractual agreement for CY 2008 upon receipt and subject to review and approval of County Counsel and the Chief Executive Office (CEO).

3. Delegate authority to the Director, or his designee, to accept and sign any amendments to the CY 2008 base award of not more than 25 percent of the total amount of the award, subject to review and approval by County Counsel and the CEO.

4. Approve two Agreements for the provision of family planning services with JWCH Institute, Inc. (JWCH) and Los Angeles Bio-Medical Research Institute (LABioMed), substantially similar to Exhibit II and Exhibit III, with maximum obligations for the period of January 1, 2008 through December 31, 2008, of

$395,600 and $145,606, respectively, fully offset by federal Title X fund. The Agreements include provisions for two one-year renewals through December 31, 2010, pending receipt of continued funding.

5. Delegate authority to the Director, or his designee, to enter into and sign any future amendments to include all subsequent renewal periods, with JWCH and LABioMed, to align funding and scopes of work reflective of any increases or decreases in funding, by not more than 15 percent of each CY base award beginning with CY 2008, subject to review and approval of County Counsel and the CEO.

6. Delegate authority to the Director, or his designee, to enter into and sign amendments beginning in CY 2008, including all subsequent fiscal years throughout the term of the Agreement, to reallocate funds between providers of family planning services, by not more than 25 percent of the applicable County maximum obligation or $100,000, whichever is greater, to maximize grant funds, should a mid-year review of Contractor's expenditures and services, during each fiscal year, reveal underutilization of funds, subject to review and approval of County Counsel and the CEO.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

In approving these actions, the Board is delegating authority to the Director, or his designee, to accept the federal Title X funds, and enter into agreements for the provision of family planning services. The Department of Health Services (DHS) Family Planning Program receives Title X funding for the provision of basic contraceptive services with partnering projects in 12 family planning sites throughout Los Angeles County.

FISCAL IMPACT/FINANCING

The anticipated total program cost for CY 2008 is $918,803, 100 percent offset by federal Title X funds. Program cost includes $91,880 for Family Planning Program Administration expenditures, $285,717, for the Coastal and ValleyCare Networks, $395,600 for JWCH and $145,606, for LABioMed (Attachments A and B). There is no net County cost required.

Funding is included in the Health Services Administration's Fiscal Year 2007-08 Final Budget and will be requested in subsequent fiscal years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, the Board has authorized the acceptance of federal Title X funds and approved agreements with CFHC and the County's affiliated subcontractors for the continued provision of family planning services in County facilities. These services consisted of establishing and maintaining objectives for the number and spacing of children, and selecting a method by which those objectives can be met.

In anticipation of increased funding, in March 2007, the Department released a Request for Information (RFI) that included a questionnaire to determine the qualification of providers of family planning services to expand these services beyond the two existing providers.

In May 2007, notification was received from CFHC advising the Department of its allocation for CY 2008. As a result, the Department determined that it would not be prudent to expand family planning services due to the amount of the funding received.

The Department is recommending that your Board approve new agreements to continue funding the existing two providers, JWCH and LABioMed.

Attachments A and B provide additional information. Attachment C is the Grant Management Statement for grants awards exceeding $100,000.

CONTRACTING PROCESS

JWCH was selected through a Request for Proposals (RFP) process in February, 1997. The Research and Education Institute (later LABioMed) provided services as a sole source contractor, beginning April 1998.

The Department released a RFI to determine the availability of interested and qualified providers of family planning services within the County of Los Angeles. Subsequently, the Department received notice from CFHC regarding its CY 2008 allocation and determined at that time, that there would not be enough funding to support an expansion of family planning services.

The Department will conduct a competitive bid during this contract term.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The acceptance of the CFHC federal Title X funds and the approval of subcontract agreements with JWCH and LABioMed will provide for the continued delivery of family planning services.

CONCLUSION

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

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH
SAS:AT:bjs

Attachments (6)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

121807_DHS_Family Planning

1. TYPE OF SERVICES:

   Family Planning.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

   California Family Health Council, Inc. (CFHC)
   3500 Wilshire Boulevard, Suite 600
   Los Angeles, CA 90010
   Attention: Margie Fites-Seigle, Chief Executive Officer
   Phone: (213) 386-5614 Fax: (213) 368-4410

   Subcontracts:

   a) JWCH Institute, Inc.
      1910 W. Sunset Blvd., Suite 650
      Los Angeles, CA 90026-3290
      Attention: Alvaro Ballesteros, Executive Director
      Telephone: (213) 484-1186 Fax: (213) 413-3443

   b) Los Angeles Biomedical Research Institute (LABioMed)
      [formerly known as Harbor UCLA Research and Educational Institute]
      1124 W. Carson Street, Bldg. N14, Room 6
      Torrance, CA 90502
      Attention: Kenneth P. Trevett, JD, President and CEO
      Telephone: (310) 222-3621 Fax: (310) 222-6515
      Attention: Jay Schoenau, Vice President & Chief Financial Officer
      Telephone: (310) 222-3605 Fax: (310) 328-0254

3. TERM:

   January 1, 2008 through December 31, 2008.

4. FINANCIAL INFORMATION:

   The total program cost for CY 2007 $918,803, 100% offset with federal Title X funds. There are no net County costs.

   Funding is included in the Health Services Administration's Fiscal Year 2007-08 Budget request and will be requested in future fiscal years, as need.

5. ACCOUNTABILITY FOR PROGRAMS:

   Karen Swanson, Ph.D., Sc.M., Interim Director, Office of Ambulatory Care

6. GEOGRAPHIC AREA(S) TO BE SERVED:

Countywide

7. APPROVALS:

Office of Ambulatory Care	Karen Swanson, Interim Director
Chief Deputy	John R. Cochran III
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as for form):	Sharon Reichman, Principal Deputy

ATTACHMENT B

LOS ANGELES COUNTY – DEPARTMENT OF HEALTH SERVICES
FAMILY PLANNING PROGRAM TITLE X ALLOCATION SCHEDULE
CALENDAR YEAR JANUARY 1, 2008 THROUGH DECEMBER 31, 2008

TITLE X FAMILY PLANNING PROGRAMS	BASIC CONTRACEPTIVE SERVICES TOTAL
County Operated:	
1. San Fernando Valley Cluster (3 sites)	$ 152,717
2. Antelope Valley Cluster (1 site)	81,459
3. Coastal Cluster (3 sites)	51,541
TOTAL	$ 285,717
Subcontractors:	
4. JWCH Institute, Inc. (4 sites)	$ 395,600
5. Los Angeles Biomedical Research Institute (1 site)	145,606
SUBCONTRACTOR TOTAL	$ 541,206
Program Administration	
6. Family Planning Program Administration	$ 91,880
PROGRAM ADMINISTRATION TOTAL	$ 91,880
TITLE X ALLOCATION TOTALS	$ **918,803**

ATTACHMENT C

Los Angeles County Chief ~~Administrative~~ Executive Office
Grant Management Statement for Grants $100,000 or More

Department: Office of Ambulatory Care		
Grant Project Title and Description		
Family Planning Services – Family planning services provided in twelve DHS Family Planning sites includes basic contraceptive services and special populations with partnering projects		
Funding Agency	**Program (Fed. Grant #/State Bill or Code #)**	**Grant Acceptance Deadline**
CHFC	1316-5350-71209-08	ASAP
Total Amount of Grant Funding: $918,803	**County Match: N/A**	
Grant Period: Calendar Year 2008	**Begin Date:01/01/08**	**End Date: 12/31/08**
Number of Personnel Hired Under This Grant:	**Full Time: 0**	**Part Time: 0**

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes_X__	No____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes_X_	No____
Is the County obligated to continue this program after the grant expires?	Yes___	No__X__
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes___	No__X__
b.) Identify other revenue sources (describe below)	Yes___	No__X__
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes___	No__X__

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature_____ Date:_____

California Family Health Council, Inc.

EXHIBIT I

MEMORANDUM

via overnight courier

May 25, 2007

Ms. Wesley Ford, MPH
Ambulatory Care
Los Angeles County Dept. of Health Services
313 N. Figueroa
Suite 704
Los Angeles, CA 90012

Re: 2008 Title X Family Planning Services Refunding Application

The Title X Family Planning Services (FPS) Refunding Application for CY 2008 process is scheduled to start soon and will continue throughout the summer. CFHC must submit our competitive application to DHHS September 1, 2007 and to do this we must include the information you provide us in your refunding application. This letter contains your agency's Title X allocation for CY 2008 pending funding approval from DHHS to CFHC, information you will find helpful in scheduling and planning your summer staffing needs and helpful information to successfully submit your application.

The 2008 FPS Application is a competitive bid for CFHC. The CFHC Board of Directors Funding Formula Factors Policy (3/17/2007) is attached for your information.

Your Agency's Title X Family Planning Services Allocation for CY 2008 is:

$918,803

3600 Wilshire Boulevard•Suite 600•Los Angeles, California 90010-0605 • Tel: 213-386-5614 • Fax: 213-368-4410

Los Angeles County Dept. of Health Services
May 25, 2007

► Important Application Deadline Information

Delegate Agencies are required to submit their Title X FPS Application online via the CFHC website (www.cfhc.org). **The Online application must be submitted by 11:59 pm, July 16, 2007.**

In addition, hard copies of the following documents requiring original signatures, Exhibit A (Assurance of Compliance), a copy of your agency's indirect cost rate (if you are applying indirect cost to to your agency budget) and Exhibit F (Certificate of Debarment) must be submitted to CFHC by 5:00pm July 16, 2007.

Both the application submitted online and the hard copies of the required documents with original signatures must be received by the stated deadline to be considered complete.

► Change in Application Format

In our never ending quest to streamline and make the application more user friendly we have made a major alteration in the application format.

A Progress Report for 2007 will not be required.

CFHC will utilize the information you provide in the SPR thus avoiding duplicative requests for progress report data and narrative. The system will complete the Progress Repost Sections I & II directly from your agency SPR.

► Application Timeline

Here is a review of the timeline for this year's application process.

- **2008 FPS Agency Allocation notification: Week of May 21, 2007**
- **2008 FPS Online Application User's Guide available: May 31, 2007**
- **2008 FPS Online Application available to Delegate Agencies: June 4, 2007**
- **2008 FPS Online Application Submission Deadline: 11:59pm, July 16, 2007**
- **Submission Deadline for all Required Hard Copy Documents: 5:00pm, July 16, 2007**

Los Angeles County Dept. of Health Services
May 25, 2007

► Application Funding Workshops

Attendance at the Funding Workshops by appropriate staff is highly recommended. It will make your life so much easier. Workshop location information and registration forms are attached for your convenience. Sign up today!

1. **Los Angeles: Tuesday, June 5, 2007**
   Session 1: 9:00am-12:00 pm
   Session 2: 1:00pm-4:00 pm

2. **Web-based Workshop: Wednesday, June 6, 2007**
   Session 1: 9:30am -12:00pm
   Session 2: 1:00pm-3:30pm
3. **Oakland: Thursday, June7, 2007**
   Session I: 10:00am-1:00pm

Please contact Maryjane Puffer, Provider Services Director at (213) 386-5614 x 4414 if you have any questions or concerns regarding your agency's allocation.

Sincerely,

Laurel Beyrer,
Program Coordinator
Clinical and Community Health Programs Division
California Family Health Council
(213) 386-5614 x 4515
beyrerl@cfhc.org

Anna Fulcher
Chief Financial Officer
Division of Finance
California Family Health Council
(213) 386-5614 x 4405
fulchera@cfhc.org

enclosures: CFHC Board of Directors Funding Formula Factors Policy
Application Workshop Location and Registration Forms

sml:LB

California Family Health Council
Policy

Funding Formula Factors

Policy:	Subject:
Delegate Agency FPS funding will be determined by a funding formula. The following factors will comprise the elements and weights of the formula: • Performance Standards 35% • Reporting Compliance 20% • Adolescents ≤ 17 10% • Special populations served 35%	Funding Formula for Family Planning Services Grants (FPS) 2008
	Scope:
	Issued By: Finance and Health Care Advisory Committees Date: 3/15/07
Effective: Immediately Supercedes: 3/17/06	Approved By: Board of Directors Date: 3/17/07

Agency allocations will be maintained through the following parameters:

- $80,000.00 remains as base funding.
- No agency will receive less than 75% of their previous year's funding.
- No agency will receive greater than 33% increase.
- All funding allocations will be based on available funds.

1. **Performance Standards:**

Performance Measures for 2008 Funding Formula
1. Number of Male and Females served.
2. Chlamydia screening for women under the age of 25.

2. **Reporting Compliance:**
   Number of warning Letters an agency receives.
3. **Number of Adolescents ≤ 17:**
   Number of adolescents ≤ 17.
4. **Special populations served:**
   Total number of special populations served:
   a. Homeless individuals.
   b. Substance using / Abusing individuals
   c. Individuals with disabilities
   d. Limited English Proficiency clients
   e. Migrants
   f. Males
   g. Adolescents

The Refunding Task Force agreed on the following weights of the factors:

35 %	Performance standard
20 %	Contract compliance and reporting
10%	Number of adolescents ≤ 17
35%	Special populations served

California Family Health Council, Inc.

2008 Title X Refunding Application Workshop RSVP

1. Please select the workshop you will attend:

Select Workshop ✓	Date	Time	Location
	June 5, 2007	9:00 a.m. – 12:00 p.m.	Los Angeles
	June 5, 2007	1:00 p.m. – 4:00 p.m.	Los Angeles
	June 6, 2007	9:00 a.m. – 12:00 p.m.	Internet-based webcast
	June 6, 2007	1:00 p.m. – 4:00 p.m.	Internet-based webcast
	June 7, 2007	10:00 a.m. – 1:00 p.m.	Oakland

2. Please list names of participants (Please note that space is limited for the workshops. Please limit your participation to three people per agency for the in-person workshops; web-based workshops are limited to a total of 20 connections.)

Participant #1

Name	Title	Email
Agency Name		Phone

Participant #2

Name	Title	Email
Agency Name		Phone

Participant #3

Name	Title	Email
Agency Name		Phone

3. Not participating in a Refunding Workshop? Let us know not to expect you.

☐ We will not attend a Refunding Workshop. We will utilize the Refunding Application User's Guide to assist us in completing the Application.

Name	Title	Email
Agency Name		Phone

4. If you are visually/hearing impaired, please attach a note letting us know your needs.

5. Please return your RSVP no later than Friday, May 25, 2007 to:

Attn: Maria Mejia, I & E Division Manager, CFHC
Fax : (213) 368-4410
E-mail : MejiaM@cfhc.org
Mail : 3600 Wilshire Blvd., Suite 600; Los Angeles, CA 90010

EXHIBIT II

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT
WITH JWCH INSTITUTE, INC. (JWCH)

HEALTH CARE SERVICES AGREEMENT

EXHIBIT II

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT (JWCH)
HEALTH CARE SERVICES AGREEMENT

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EXHIBIT B-2 STATEMENT OF WORK

EXHIBIT C - TITLE X FAMILY PLANNING - SERVICE SITE INFORMATION

EXHIBIT C-1 TITLE X FAMILY PLANNING - SERVICE SITE INFORMATION

EXHIBIT C-2 TITLE X FAMILY PLANNING - SERVICE SITE INFORMATION

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

EXHIBIT E - FAMILY PACT: STANDARDS

EXHIBIT F - EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

EXHIBIT G - SAFELY SURRENDERED BABY LAW

Contract # _____

FAMILY PLANNING SUBCONTRACT AGREEMENT
HEALTH CARE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2008

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

and JWCH INSTITUTE, INC. (JWCH) (hereafter "Contractor").

WHEREAS, County has entered into a master agreement with the California Family Health Council, Inc. ("CFHC") for County to provide Federal Title X funded family planning services; and

WHEREAS, on April 28, 1997, the State of California initiated a new Family Planning, Access, Care and Treatment ("Family PACT") program, which is a direct fee-for-service program entered into with approved family planning service providers; and

WHEREAS, County desires to extend to residents of the County of Los Angeles family planning services; and

WHEREAS, County is authorized to provide such services by Section 1276(K) of Title 17, California Code of Regulations; and

WHEREAS, County civil service employees do not presently qualify to perform the desired level of family specialized planning services and it is impossible to recruit such personnel for the period of time such services are needed by County; and

WHEREAS, County has certain space in County comprehensive health centers which is not in use and which can be made available to Contractor for its family planning services; and

WHEREAS, Contractor has had a high degree of success in providing family planning services and has collaborated with the County for a number of years on specific family planning activities; and

WHEREAS, County is authorized to enter into this Agreement under provisions of California Government Code Section 26227; 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, for the purpose of assisting the Department in the provision of family planning services Contractor agrees to provide the services and objectives as outlined in Exhibits B, B-1, C, and D attached hereto and incorporated herein by reference, the parties desire to enter into this Agreement; 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

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this agreement shall commence on January 1, 2008 and shall remain in full force and effect to, and including, December 31, 2008, with provisions for

a two (2) twelve (12) month automatic renewals, through December 31, 2010.

If for any reason Federal Title X funding and/or State Family PACT funding, is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon the Contractor in writing. This Agreement may be terminated at any time by either party upon the giving of thirty (30) days prior written notice to the other party. Additionally, County may terminate this Agreement in accordance with the Termination Paragraphs 31, 32, 33, 34, and 47 of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty-day (30) written notice to Contractor. 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 Paragraph, 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.

2. STATEMENT OF WORK: Contractor shall, in a satisfactory and proper manner, provide the services described in Exhibits B, B-1, and B-2, the Statements of Work for Calendar Years 2008, 2009, and 2010, respectively, and meet all "Program Objectives", and Performance Measures attached hereto and incorporated herein by reference during the term of this Agreement. Unless provided for elsewhere in this Agreement, Contractor shall be completely independent in performing its responsibilities under this Agreement.

3. MAXIMUM COUNTY OBLIGATION:

A. County's maximum obligation for Federal Title X funded services provided by Contractor hereunder during

period effective January 1, 2008 through December 31, 2008 shall not exceed Three Hundred Ninety-Five Thousand, Six Hundred Dollars ($395,600).

B. If this Agreement is renewed for the period effective January 1, 2009 through December 31, 2009, County's maximum obligation for Federal Title X funded services provided by Contractor hereunder, shall not exceed Three Hundred Ninety-Five Thousand, Six Hundred Dollars ($395,600).

C. County's maximum obligation for Federal Title X funded services provided by Contractor hereunder during period effective January 1, 2010 through December 31, 2010 shall not exceed Three Hundred Ninety-Five Thousand, Six Hundred Dollars ($395,600).

D. County's maximum obligation for Family PACT and Medi-Cal funded services provided by Contractor hereunder during the term of this Agreement shall not exceed 97% of the actual Family PACT and Medi-Cal payments received by County.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his 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. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation 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 Executive 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 Executive Office. 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. BILLING AND PAYMENT:

A. Subject to the provisions of Paragraph 7 and the maximum set forth in Paragraph 3 for Federal Title X funded family planning services, Contractor shall invoice County monthly for actual expenditures, in arrears, for Federal Title X funding.

Notwithstanding any other provisions contained herein, this Agreement is subject to the provisions of the County's agreement with CFHC for this program. In the event County has its payments reduced by CFHC, relative to services provided under this Agreement, County may in turn require Contractor to reimburse funds to County or may reduce payment to Contractor subject to the conditions of this Agreement.

B. For Family PACT and Medi-Cal program patients, Contractor shall bill Family PACT and Medi-Cal programs directly, using the County provider number. Contractor will prepare and maintain all required billing information in

accordance with Family PACT and Medi-Cal regulations, including, but not limited to the following: patient account folder, encounter forms, Family PACT and Medi-Cal required billing information, and Family PACT and Medi-Cal claim forms. Contractor's billing standards must confirm to County requirements. Further, Family PACT billing rates must be approved by the County, and Medi-Cal billing must be prepared according to the County's waiver agreement with the State. Upon Contractor's request and County's approval, Family PACT and/or Medi-Cal billings to the fiscal intermediary may be performed for Contractor by County for an additional twelve percent (12%) fee applied to the actual Family PACT and/or Medi-Cal payments received through County's provision of billing services.

C. For Family PACT and Medi-Cal program patients, subject to the limits under Paragraph 7 and the maximum set forth in Paragraph 3, A, and B, the sole compensation to Contractor for family planning services shall be based on the actual Family PACT and Medi-Cal payments received, subject to a 3% fee for County processing of remittance advice and payment deposits, and County required reporting to be prepared from the remittance advice details. There is no County charge for the value of space or maintenance of space as described in Exhibit A (Terms and Conditions of

Utilization of County Space). Contractor shall invoice monthly, in arrears, based on the Contractor's frequency of billings to Family PACT an Medi-Cal programs.

D. For Family PACT, (formerly known as, State-Only Family Planning (SOFP), services and reimbursement, Contractor shall adhere to the Program Standards outlined in Exhibit E, attached hereto. The Program Standards set forth the scope, type and quality of family planning services and the terms and conditions under which the services will be reimbursed. Adherence to the Standards is a requirement for all providers signing the Application and Agreement to participate in the Family PACT program. Standards cover the following elements of service: Informed Consent, Confidentiality, Availability of Contraceptive Options, Linguistic and Cultural Competence, Access to Care, Clinical and Preventive Services, and Education and Counseling Services.

E. In the event that County requests Contractor to provide Family PACT billing services for County's provision of Family PACT-approved ancillary and outpatient surgical services to Family PACT patients, County and Contractor shall mutually agree to a claims processing service to be provided by Contractor. The sole compensation to Contractor for Family PACT billing services shall be based on the

following: (1) Contractor will submit bills for all pharmaceutical and medical supplies reimbursable from Family PACT dispensed by County. County will receive 100% of the amount of collected Family PACT for all pharmacy and medical supplies billed by Contractor, (2) Contractor will submit all bills for outpatient surgical services to Family PACT for payment. County will receive 29%, and Contractor will receive 71% of the amount collected from Family PACT for outpatient surgical services. Contactor shall perform such mutually agreed to Family PACT claims processing services in a reasonably timely manner.

7. FEDERAL TITLE X SUBSIDY ALLOCATION:

A. Contractor will assure and acknowledge that Federal Title X funds received will be used to cover costs of services provided to non-Family PACT-eligible clients, and for such other purposes as directed by County and/or CFHC in accordance with Title X requirements.

B. Federal Title X Subsidy allocation income received by Contactor is committed to the family planning program. Unexpended Federal Title X family planning funds at the end of each calendar year must be returned to County.

8. ADMINISTRATION: County's Director of Health Services, or his designee, (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County.

9. AUTHORIZATION TO USE COUNTY SPACE: In partial consideration for family planning services provided by Contractor hereunder, County shall provide space and facilities for Contractor's use, as specified in Exhibit A attached hereto and incorporated herein by reference.

10. 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:

Exhibits A, B, B-1, B-2, C, C-1, C-2, D, E, F, and G.

11. 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.

12. INDEMNIFICATION AND INSURANCE:

12.1 County Indemnification:

A. County shall defend, indemnify, and save

harmless Contractor, its officers, employees, agents, fellows, to the extent that they are either employees of Contractor or approved subcontractors (for purpose of this Paragraph hereafter collectively referred to as "Protected Entity") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For the purpose of this Agreement, a "medical incident" shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County Registered Patients by a Protected Entity, at Contractor's facility or at a County facility where Contractor provides services, in the performance of the Protected Entity's professional obligations under this Agreement.

B. County's defense and indemnification of Protected Entity hereunder shall only apply to payments of settlements, judgments, and awards to third parties. County's defense and indemnification of Protected Entity hereunder shall further only arise if Protected Entity's liability is to a County Registered Patient or the patient's representative, and the patient, at the time of the medical incident, was receiving care from Protected Entity in the discharge of its obligations

under the terms and conditions of this Agreement.

C. Protected Entity shall give prompt telephonic notice (within twenty-four (24) hours) to the County Program Office Risk Manager of any incident, receipt of notice of intent to sue, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to the County's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form, and shall assure that each Protected Entity receives a copy.

D. County reserves the right to investigate any incident, notice of intent to sue, action, or claim. In such event, Protected Entity shall allow County representatives access to the medical records and reports pertaining to the services provided to any County Registered Patient involved in such incident, notice of intent to sue, action, or claim. Protected Entity shall also allow County representatives access to its employees and agents, if any, who provided

services to the County Registered Patients involved in such incident, notice of intent to sue, action, or claim.

County reserves the right to determine the final disposition of any action or claim. In the event that the Protected Entity does not agree with the County or its agents in any defense, settlement, or other disposition of such action or claim, Protected Entity may retain counsel, at Protected Entity's sole expense, to pursue defense, settlement, or other disposition of such action or claim independently. In the event that Protected Entity chooses to retain counsel at its own expense to pursue defense, settlement, or other disposition of such action or claim independently, County's defense and/or indemnification obligation with respect to such action or claim shall be discharged and immediately terminate. County shall not have any obligation to further defend and/or indemnify Protected Entity, which as a result of choosing to retain independent counsel and pursing defense, settlement, or other disposition of such action or claim independently, shall no longer be working in good faith with the County.

E. County shall have no defense and/or

indemnification responsibility or liability for any incident, notice of intent to sue, action, or claim against Protected Entity where Protected Entity failed to provide County with prompt telephonic and written notice of such incident, notice of intent to sue, action, or claim, as specified in Subparagraph 12.1 above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no defense and indemnification responsibility or liability for any incident, action, or claim against Protected Entity by patients or their legal representatives, other than County Registered Patients who are receiving or received services pursuant to this Agreement. In addition, the obligation of the County to defend and/or indemnify shall not extend to or cover any allegation or complaint of Protected Entity's willful or criminal misconduct, including but not limited to sexual harassment, sexual assault, and/or sexual misconduct of any kind, nor shall the obligation to defend and/or indemnify extend to or cover any allegation or complaint pertaining to Protected Entity's employment

or agency related matters. The obligation of the County to defend and/or indemnify shall not extend to or cover any person, real and/or corporate, except those specifically identified in Paragraph 12.1 (County Indemnification). County specifically disclaims any and all obligation to defend and/or indemnify any persons, real or corporate, who are not specifically identified in Paragraph 12.1. The obligation of the County to defend and/or indemnify shall not extend to or cover any award of any punitive damages

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Protected Entity.

12.2 Contractor Indemnification:

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, agents and public/private partners (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from, connected with, or related to Contractor's,

Subcontractors', or Contractor's or Subcontractors' agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 9 (Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any change or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

12.2.1 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.

12.2.2 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, Attention: Division Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) 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.

(d) 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.

(e) 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.

12.2.3 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.

12.2.4 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.

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

(a) 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.

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

(c) 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.

(d) 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.

12.2.6. 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.

12.2.7 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:

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

(b) 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.

12.3. Insurance Coverage Requirements:

12.3.1 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

12.3.2 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".

12.3.3 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 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

12.3.4 Professional Liability: 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.

13. INTENTIONALLY BLANK

14. INTENTIONALLY BLANK

15. CONTRACTOR'S OFFICES: Contractor's business offices

are located at 1910 West Sunset Blvd., Suite 650, Los Angeles, California 90026-3290. Contractor's primary business telephone number is (213) 484-1186 and facsimile/FAX number is (213) 413-3443. Contractor shall notify in writing County's Department of Health Services Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) days prior to the effective date thereof.

16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security.

Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

17. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts,

equipment descriptions, data files and data processing or computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audio-visual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during the term of this Agreement. Additionally, County State and federal governments may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights: Subject only to the provisions of Subparagraph C below, the federal Government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant

to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State, County federal Government purposes and to have or permit others to do so. Provided, however, that such license shall be only to the extent that the Contractor now has or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

18. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (Jul 1 - June 30) unless and until County's Board of Supervisors appropriate 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 on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

19. PUBLIC OFFICIALS: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate

for elected office.

20. PHYSICAL EXAMINATION: Contractor shall have on file evidence of a recent examination by a licensed medical provider of each of its employees who are to perform work hereunder involving patient contact which indicates that the employee does not suffer from contagious diseases, has immunity against common communicable diseases (specifically Rubella), and that the employee is physically fit to perform services under this Agreement.

21. GENERAL TERMS AND CONDITIONS: Contractor agrees to accept additional conditions imposed governing the performance of family planning programs as may be required by law, by Executive Order, by regulation, or by any other policy announced by the United States, Department of Health and Human Services and the State of California, Department of Health Services. County will advise Contractor of such conditions which apply from time to time. Contractor agrees to comply with "Medical Practices and Procedures: Protocol for Medical Services Manual", as it presently exists and as it may from time to time be amended. County may grant waivers as to the requirements upon receipt and approval of a waiver request from Contractor. The specific requirements of the "Medical Practices and Procedures: Protocol for Medical Services Manual" are of great importance in the conduct of programs under this Agreement.

Contractor shall comply with all applicable laws, ordinances, rules and regulations of Federal, State and local governments as they apply to this Agreement. The particular funding sources under which this Agreement is funded and which are referred to in this Agreement are as follows:

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES

STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES

22. ASSIGNMENT OF CLAIMS: Contractor is specifically prohibited from assigning, transferring, pledging or otherwise encumbering its duties or obligations under this Agreement with County except as otherwise provided herein. Assignment of funds due thereunder as security or collateral for loans or for any other purpose are governed by the United States Assignment of Claims Act of 1940 and the implementing regulations, rules and directives, all of which are applicable to Contractor and must be strictly complied with. Requirements for assignment of funds due under reimbursement type contracts are set forth in 41 Code of Federal Regulations, Section 1-30.700 et. Seq., and additional restrictions on contracts providing for advances are set forth in Section 1-30.708.

In the event Contractor has already or contemplates assigning, pledging or otherwise encumbering any portion of its rights to receive funds under this Agreement with County, including factoring agreements of other financial arrangements,

the lender, factor or assignee must be fully advised in writing of the terms and conditions of this Agreement with County and the applicability of the above mentioned statutory requirements. County must also be fully advised in writing of the details of any contemplated actions hereunder sufficiently in advance for comprehensive compliance examination of Contractor's intended actions. County and its funding sources shall have no obligations or liability whatsoever to the assignee under any such assignments.

23. PROGRAM MONITORING AND REVIEW: Quality Assurance audits will be conducted by the State, DHS, and CFHC. Additionally, during the term of the Agreement, DHS will conduct on-site monitoring visits to Contractor's facility to determine administrative, financial, and programmatic compliance. Contractor agrees to extend to Director, to authorized State or Federal representatives, and to CFHC representatives, the right to review and monitor Contractor's program and procedures at any reasonable time agreed upon by Contractor and County.

Contractor will meet all JCAHO Title 22 and other relevant federal and State standards applicable to ambulatory care facilities.

24. DATA REPORTING, STORAGE, AND RETRIEVAL: All CFHC data reporting requirements will be completed and copies submitted to DHS Family Planning Program Office in a format acceptable to DHS.

All clients will be registered as County patients through a compatible electronic data system. Contractor will comply with guidelines, policies, and procedures established by facility, County, State, or Federal agencies for medical records documentation and management.

25. PROVISIONS REGARDING ABORTIONS: Contractor agrees that no funds received pursuant to this contract shall be used to perform abortions, which is herein meant to be "surgical abortion or termination", or to supplant any funds used to perform abortions.

Contractor presents and agrees that it is not, and that during the term of this Agreement, will not be, a group clinic, or organization which advertises, advocates, or promotes abortion as a method of family planning, or which receives any fee or any other consideration as payment for referrals for abortion services and agrees that none of the funds received under this Agreement shall be used in programs where abortion is a method of family planning.

Contractor agrees to the termination of this Agreement and further agrees to return to County all unexpended funds that have been received from County pursuant to this contract if County finds that the Contractor has violated the abortion provision of this contract Agreement.

26. ENTIRE AGREEMENT: The body of this Agreement including

the Additional Provisions, Exhibits A, B, C, D, E, F, and G, attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority: Exhibits A, B, B-1, B-2, C, C-1, C-2, D, E, F, and G.

27. 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. County's Director of Health Services 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 given then (10) days prior written notice thereof to the parties.

To County: 1 Department of Health Services

		Administration 313 N. Figueroa Street, Room 930 Los Angeles, California 90012
Attention:		Director of Health Services Administration
To County:	2	Department of Health Services Contracts and Grants Division 313 N. Figueroa Street 6th Floor East Los Angeles, California 90012
Attention:		Chief
To County:	3	Department of Health Services Office of Ambulatory Care 5555 Ferguson Drive, Suite 210-01 Commerce, California 90022
Attention:		Director
To Contractor:	4	JWCH Institute, Inc. 1910 W. Sunset Blvd., Suite 650 Los Angeles, California 90026-3290
Attention:		Executive Director

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 _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

JWCH INSTITUTE, INC. (JWCH)
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

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

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O' Neill, Chief
Contracts and Grants Division

AGRCD4418 ABV

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

ADDITIONAL PROVISIONS
PUBLIC/PRIVATE PARTNERSHIP PROGRAMS

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ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

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 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 County, Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(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.

(4) 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.

(5) 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 County, 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 COUNTY 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 the Americans with Disabilities Act.

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 County's Director (hereafter collectively "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 nondiscrimination in services policy and 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. CONSIDERATION OF GAIN/GROW 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 the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8. CLIENT/PATIENT ELIGIBILITY: If clients/patients are

treated hereunder, client/patient eligibility for County's services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

9. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

10. PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include 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.

(1) Payment for all services provided hereunder shall be limited to the aggregate maximum monthly payment set out in the in the schedule for the corresponding exhibit.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted. To the extent that there have been lesser payments for services, the resultant savings may be used to pay for future monthly billings for services in excess of the maximum monthly payment.

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 and 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.

11. 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 identifies 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) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) 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.

(7) 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). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. 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 hereinabove.

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 County's Department of Health Services ("DHS") - County, Contracts Section, 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 made 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 complete and file such audit report(s) with the County's DHS no later than the earlier of ninety (90) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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.

12. SPECIAL REPORTING REQUIREMENTS:

A. Contractor shall submit to County the following required reports in compliance with the dates and conditions specified herein below.

(1) Quarterly: Statement of Revenue Expenditures Reports due on third Friday in April, July, and October, and Second Friday in January.

(2) Semi-Annual Reports: Family Planning Annual Report (FPAR); and Progress Reports; date due as specified by county.

(3) Annual Reports: Program Reviews; date due as specified by county.

(4) Every 3 Years: FPCA Performance Measures; date due as specified by County.

(5) As Specified by County: Special Reports, Surveys/Questionnaire requested by CFHC/County.

Failure to submit required or requested Reports may result in withholding payment of Title X funds under this Agreement or may be considered a breach of contract which may result in termination of this Agreement. Enforcement of contractual provisions for reporting are in accordance with CFHC Board of Directors policy dated November 22, 2002.

County may require Contractor's preparation of additional special reports upon thirty (30) days' notice to Contractor.

Insofar as they directly affect the herein described Department of Health Services' Basic Contraceptive Services or Special Projects or "Title X Family Planning Program",

County must be notified immediately of any other grants or contracts directly affecting Title X services received during the term of this Agreement. Notification must include the name of the funding source, grant, or contract, the amount of the grant, or contract, and a brief description of the services to be provided

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - one (1) original and one (1) copy of an annual cost report within forty-five (45) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within forty-five (45) calendar days after such termination date to County's DHS.

C. The primary objective of the annual cost report shall be to provide County with actual factual financial and statistical data that shall serve as a basis for management

analysis and reports.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

14. PUBLIC ANNOUNCEMENTS, 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 County Director or his/her designee 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 there from, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' 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).

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. 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.

17. 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.

18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a

written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have herein. However, in the event any such sale, transfer, exchange, assignment, divestment 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 the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegations, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written

approval, shall be a material breach of the Contract which may result in the termination of this Contract. 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.

19. SUBCONTRACTING:

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

E. A fully signed and executed copy of such subcontract shall be provided by Contractor and delivered to County's Sexually Transmitted Disease Program Office, 2615 South Grand Avenue, room 500, Los Angeles, California 90007, within thirty (30) calendar days after the effective date of subcontract

20. 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.

21. 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 Department of Health Services (DHS) at any time during the term of this Agreement

22. 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 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.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS: Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this

Agreement.

During such period, as well as during the term of this Agreement, Director or, the State of California Commissioner of Corporations or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor

Contractor shall maintain such books and records and provide such information to the Director, and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. 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.

25. PURCHASES OF FURNITURE, EQUIPMENT, AND SUPPLIES:

A. Purchase Practices: Contractor and Director shall ensure that all furniture, fixtures, equipment, materials, and supplies required for the performance of services hereunder are obtained in the most efficient and cost effective manner and in compliance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

Prior to the inception of Agreement, Director shall apprise Contractor in writing whether State or federal law or County ordinances, rules, or policies require that the purchase of furniture, equipment, materials, or supplies hereunder be performed by County's Purchasing Agent. If furniture, equipment, materials, or supplies must be acquired through County's Purchasing Agent, Director shall apprise contractor in writing as to County's equipment procurement procedures.

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 judgment 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 (90) calendar days 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 County, Contracts and grants Section, 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.

26. 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.

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. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. 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 County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: 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.

30. 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 the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference

31. 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 at least sixty (60) calendar days 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 Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

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

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

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.

32. 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 judgment 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 judgment 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 (2) 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 hereinabove, 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, 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.

33. 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) calendar 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:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, 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, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services

hereunder.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were 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 making of any determinations with respect to the 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 in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or person performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. 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) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. 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.

38. 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.

39. 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.

40. SEVERABILITY: If any provision 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.

41. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. JURISDICTION AND VENUE:

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) 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 deemed to be in the courts of the State of California located in Los Angeles County, California.

43. 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 DHS 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

44. NON-EXCLUSIVITY: 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.

45. 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.

46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE ROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract 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 in 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 Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

47. 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 Paragraph 46, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE ROGRAM" shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

48. 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.

49. 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.

50. 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 notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

51. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor shall agree to accept referrals from the County's Human Resources staff of qualified County employees for consideration for employment, as vacancies occur in Contractor's staff, beginning with Board approval of contract and throughout the contract term.

52. CONTRACTOR 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 a 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.

53. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the porpoise of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. 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, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with County.

C. County may debar Contractor if County's 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, or a non-profit corporation created by 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 public entity, or a non-profit corporation created by County, 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. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor/and or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's 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. Contractor and the Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's

Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material evidence discovered after the debarment was imposed, or (4) any other reason that is in the best interest of County.

H. County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the

hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors.

55. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director,

that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

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

57. CONTRACTOR'S COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract 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.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service 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 the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees

received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service 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. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program. Attached hereto, as an Exhibit, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

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

58. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no

claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. 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.

59. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractors providing services under this Agreement to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in an Exhibit of this contract and is also available on the Internet at www.babysafela.org. for printing purposes.

60. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFEELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is County policy to encourage all County Contractors to

voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used

61. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any

principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

EXHIBIT A

JWCH INSTITUTE, INC.

FAMILY PLANNING PROGRAM

TERMS AND CONDITIONS OF UTILIZATION OF COUNTY SPACE

(JWCH INSTITUTE, INC.)

EXHIBIT A

FAMILY PLANNING PROGRAM

TERMS AND CONDITIONS OF UTILIZATION OF COUNTY SPACE

1. Premises Subject to this Agreement

Contractor is hereby granted permission to utilize, in accordance with the following terms and conditions, the following County facilities:

a. H. Claude Hudson Comprehensive Health Center -- approximately 3,040 sq. ft. of space.

b. Edward R. Roybal Comprehensive Health Center -- approximately 3,164 sq. ft. of space.

c. Hubert H. Humphrey Comprehensive Health Center -- approximately 1,795 sq. ft. of space.

d. El Monte Comprehensive Health Center -- approximately 1,857 sq. ft. of space.

2. Hours of Operation

Contractor will advise DHS senior site official in writing of regular hours of operation and any anticipated changes.

3. Purpose and Scope of Utilization

Contractor may utilize the premises designated hereinabove solely for the purpose of providing family planning services as described in this Agreement. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor of any estate or interest in real property.

4. Value of Space

The parties acknowledge that the monthly value of the premises to be used is Five Thousand Sixty Dollars ($5,060). Said amount excludes necessary utilities, i.e., gas, electricity, water, telephone, general repair and maintenance, and general security and housekeeping. County shall not bill Contractor for the value of space or for the value of necessary utilities as described herein.

5. Operational Space Responsibilities: Contractor shall:

a. Keep the area occupied in a clean and sanitary manner.

b. Conduct the authorized activities in a courteous and non-profane manner; and remove any again, servant, or employee who fails to conduct the authorized activities on the premises in the manner heretofore described.

c. Assume the risk of loss, damage, or

destruction due to theft, fire, and casualty of any and all personal property belonging to Contractor that are installed or placed within the area occupied. County shall provide security for the premises when not occupied by Contractor in a similar manner that is provided for other County facilities.

d. Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises.

e. Upon termination of this Agreement, and upon the written request of the Director of Internal Services Department, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by this Agreement, other than for ordinary wear and tear and damage or destruction from forces beyond the control of Contractor.

f. Permit the Director and the Director of County' Internal Services Department or their authorized representative(s) or both, to enter the area occupied at any time for the purpose of determining whether the authorized activities are

being conducted in compliance with the terms of this Agreement or for any purpose incidental to the performance of the duties required of the Director of County's Internal Services Department by the Los Angeles County Code.

g. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the authorized activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director of Internal Services Department, or his authorized representative.

6. Alterations and Improvements to Facilities

Contractor shall make no alterations or improvements to the premises furnished for the conduct of authorized activities hereunder, other than for the installation and placement therein of fixtures and personal property required for the conduct of said activities, without the prior written consent of both the Director and the Director of County's Internal Services Department or their authorized designee who may authorize such alteration/repair, including labor and material, exceeds $10,000 then the

alternation/repair may be subject to the competitive bidding requirement of State law.

All personal property furnished by the Contractor, installed or placed on the premises shall be removed by the Contractor no later than thirty days after termination of this Agreement. In the event of the failure to do so, title thereto shall vest in County. All alterations, additions, or betterments to the premises furnished by Contractor or County shall remain the property of County upon the termination of this Agreement.

7. Taxes

Contractor shall be liable for any and all taxes which may be levied or assessed upon the personal property and fixtures belonging to Contractor, and located on the described area, as well as any possessory interest tax applicable to the area as a result of Contractor's occupancy.

8. Right of Entry

The site at all times shall be open to the inspection of proper governmental authorities duly authorized by Director or Director of Internal Services Department.

9. Authority to Halt Activities

In the event that and authorized representative of

County finds that the activities being conducted on County's property are not those specified in Paragraph 2 of this Exhibit or finds that Contractor's activities unnecessarily endanger the health or safety of persons on or near said property, or endanger said property, said representative may require that the above described property be closed until said endangering activities cease.

10. Acknowledgment of Ineligibility For Relocation Assistance

Contractor expressly acknowledges that Contractor will be in possession of the premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Government Code Sections 7260, and hereby acknowledges it ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

11. Surrender of Premises

Following termination of this Agreement, Contractor shall vacate the County-owned property provided

Contractor for the provision of services described hereunder within sixty calendar days. Contractor shall within such period remove from said County-owned property all furniture, equipment, and other property owned or leased by Contractor, or otherwise the responsibility of Contractor. Contractor shall peaceably vacate premises, and any and all improvements located thereon shall be delivered to County in reasonably good condition, normal wear and tear expected. In no event shall Contractor have any right to remain on said premises following seven days, not counting Saturdays or Sundays, after the expiration or cancellation date of this Agreement.

EXHIBIT B

Statement of Work (SOW)
1/1/2008 to 12/31/2008

Agency Name: L.A. County Department of Health Services
Agency Number: 1316

1. Administrative Goal: Strengthen the overall quality of the family planning program and its ability to meet the needs of the community.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1	Implement or maintain a review process of all agency functions, in order to ensure high quality family planning services and compliance with all Title X Guidelines by December 31, 2008, as evidenced by completion of activities 1A through 1I.	1.A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance. *FPCA Performance Measure*	1.A FPPCoord(OAC); COO/PMgr(Coastal); PD(JWCH); COO/PMgr SFV; Director of Clinical Programs (DCS,LABIOMED); Program Liaison/Asst Dir of HDHS(AV)	1.A	Policies and procedures maintained and reviewed at site evaluations.
		1.B	Review family planning program policies and procedures on an annual basis.	1.B FPPCoord(OAC); PD(JWCH); MedDir(Coastal; (DCS,LABIOMED); COO/PMgr SFV; PL/Med Liaison(AV);	1.B	Meeting minutes maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been addressed. In the absence of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
		1.C	Obtain annual systematic client feedback through patient satisfaction surveys inclusive of all sites. *FPCA Performance Measure*	1.C FPPCoord(OAC); PD(JWCH); CQI coordinator/FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV; COO/PMgr SFV;	1.C	Client satisfaction surveys conducted, summarized, acted upon and reviewed at site evaluations. Results of the survey and the survey instrument to be collected and forwarded to CFHC evaluation staff to compare survey content with Title X Program goals and objectives.
		1.D	Maintain and update a community needs assessment on a periodic basis (at least once every 5 years) to define agency's role in the community.	1.D FPPCoord(OAC); PD(JWCH); COO/FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Community Needs Assessment maintained and reviewed at site evaluations.
		1.E	Review and approve new educational materials developed and/or made available by the agency on an annual basis.	1.E FPPCoord(OAC); PD(JWCH); FPC Coastal; Outreach Coordinator (OC) (DCS,	1.E	Meeting minutes and materials review maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in

Statement of Work (SOW)
1/1/2008 to 12/31/2008

		LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;		meeting minutes have been addressed. In the absences of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
1.F	Maintain and update current clinical and client education protocols which include but are not limited to: reproductive health care and appropriate primary care; disability; domestic violence; emergency care; pregnancy counseling and testing; birth control methods; and STI/HIV.	1.F FPPCoord(OAC); PD(JWCH); COO/ FPC Coastal; (DCS,LABIOMED); Program Mgr (AV); COO/PMgr SFV;	1.F	Protocols maintained and reviewed at site evaluations. Substantive findings from review to be summarized in final site evaluation report and technical assistance or corrective action plan developed if required. Issue to be revisited with agencies within appropriate timeframe.
1.G	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance abuse including smoking. *FPCA Performance Measure*	1.G FPPCoord(OAC); Med. Dir.(JWCH); CQI director, lead WHPhysician: Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV	1.G	Protocols and referral policies/lists maintained and reviewed and chart audits performed during site evaluations. Referral needs identified in chart audits should be cross-checked with agency tracking systems for significant medical findings (e.g. breast mass, significantly elevated blood pressure, STDs). Substantive findings from review to be summarized in site evaluation report. Technical assistance to be provided if needed. Issue to be revisited with agencies within appropriate timeframe.
1.H	Conduct chart / log review of FPCA Performance Measures at all Title X sites, per instructions on the CFHC website[1] and submit a report to CFHC by July 25, 2010.	1.H FPPCoord(OAC); Administrator(JWCH); Medical Director, QI coordinator-Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.H	Procedures maintained and reviewed and chart audit performed at site evaluations.
1.I	Maintain a Continuous Quality Improvement System that will, through medical records review at each site and inclusive of all providers, determine if all essential elements of documentation of reproductive health care medical and education and counseling services are being completed.	1.I FPPCoord(OAC); Administrator, Med. Dir. (JWCH); Medical Director, QIC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SF	1.I	Activities of the CQI medical team maintained and reviewed at site evaluations.

EXHIBIT B

Statement of Work (SOW)
1/1/2008 to 12/31/2008

2. Clinical Goal: Provide comprehensive clinical reproductive health services to Title X clients of reproductive age to plan and space their pregnancies.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide family planning education and medical services to eligible individuals per the Federal Poverty Guidelines, by December 31, 2008, as evidenced by completion of activities 1A through 1E.	1.A	Document and report the poverty status of 23455 family planning clients.	1.A FPPCoord(OAC); PD(JWCH); Finance manager Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	As documented in Semi-Annual Progress Report (SPR) and verified with sample data at site evaluations via chart audits.
		1.B	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral, to approximately 21109 female clients.	1.B FPPCoord(OAC); PD, COW, NP, CHW(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.C	Provide family planning education and medical services to approximately 2346 male clients.	1.C FPPCoord(OAC); CHW, NP(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.D	Provide a chlamydia test to at least 80% of women under the age of 25 within a 12 month period. *FPCA Performance Measure*	1.D FPPCoord(OAC); Med. Dir., NP(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	As documented in Semi-Annual Progress Report (SPR).
		1.E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation. *FPCA Performance Measure*	1.E FPPCoord(OAC); Med. Dir.(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.E	CQI activities maintained and reviewed and chart audits performed during site evaluations.

Statement of Work (SOW)
1/1/2008 to 12/31/2008

2.	Provide family planning education and medical services to high-risk, hard-to-reach populations, including those reached through community partnerships, by December 31, 2008, as evidenced by completion of activity 2A.	2.A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations. A minimum of four of the following categories must be indicated: Homeless Individuals 100 Substance-Using / Abusing Individuals 200 Individuals with Disabilities 25 Individuals with Limited English Proficiency (LEP) 10025 Migrant Workers 0 Males 2584 Adolescents (17 & under) 100 **TOTAL Clients Served** 13034 Note: Clients may be counted in more than one category. The number of projected male clients will be automatically copied from Clinical Goal 1C. When the Semi-Annual Progress Report is submitted, the number of LEP clients will be automatically copied from Table 6 to Table 16. The number of male clients and adolescent clients will be automatically copied from Table 1 to Table 16.	2.A FPPCoord(OAC); PD(JWCH); Med Director/COO FP Coordinator Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	2.A	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluation

Statement of Work (SOW)
1/1/2008 to 12/31/2008

3. Adolescent Services Goal: Provide comprehensive clinical and counseling services to adolescents.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide adolescent-specific counseling to all adolescent clients seeking family planning services by December 31, 2008, as evidenced by completion of activities 1A through 1D.	1.A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.	1.A FPPCoord(OAC); Coord,PD(JWCH); Lead Physician/QI Coord,FPC 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.B	Maintain / update and abide by protocols that ensure the provision of counseling to minors on how to resist coercive attempts to engage in sexual activity.	1.B FPPCoord(OAC); NP, PD(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.C	Provide counseling/education regarding family involvement to all adolescents under 18 years of age seeking reproductive health services whose family is not already aware that they are seeking reproductive services. *FPCA Performance Measure*	1.C FPPCoord(OAC); Coordinators, PD(JWCH); Lead Physician,QIC,FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.D	Maintain and abide by protocols for reporting child abuse as required by state law.	1.D FPPCoord(OAC); Med. Dir., NPs(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.

Statement of Work (SOW)
1/1/2008 to 12/31/2008

4. Community Education and Outreach Goal: Increase the community's knowledge of and access to family planning services offered by the Agency.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Conduct marketing, community outreach and education to potential Title X eligible clients by December 31, 2008, as evidenced by completion of activities 1A through 1C.	1.A	Maintain and update as necessary a Community Education and Outreach Plan to increase community knowledge of reproductive health and family planning services and of their availability to the community. (Exhibit B)	1.A FPPCoord(OAC); PD(JWCH); COO,FPCCoastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Community Education and Outreach Partnering Plan maintained, updated, and reviewed at site evaluations. Cross checks with data available from client satisfaction survey questions related to how patient heard / learned about clinic.
		1.B	Provide education and outreach to approximately 3072 individuals as a result of the Community Education and Outreach Plan (Exhibit B).	1.B FPPCoord(OAC); PD(JWCH); COO,FP coordinator: Coastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts.
		1.C	Mass marketing efforts will reach approximately 393 individuals through events and activities such as health fairs, street outreach, concerts and community events.	1.C FPPCoord(OAC); PD(JWCH); COO, FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation on the number of events and individuals reached through mass marketing events maintained and reviewed at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts. Note: May be included in client satisfaction

Statement of Work (SOW)
1/1/2008 to 12/31/2008

5- Financial Management Goal: Improve and maintain the Agency's financial systems to ensure contract compliance.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Agency will maintain a family planning program in financial compliance with the contract requirements and Title X Guidelines, as evidenced by completion of activities 1A through 1D.	1.A	Develop a line item budget for the period January 1, 2010 to December 31, 2010 and submit modifications as necessary during designated periods.	1.A FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Line item budget and necessary modifications submitted.
		1.B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR): - Budgetary control procedures - Accounting systems and reports - Purchasing/inventory control/property management - Charges, billing and collection procedures	1.B FPPCoord(OAC); FD(JWCH); Finance manager:Coastal; Accounting Dept, LABioMed (2908); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.B	Financial management systems maintained in compliance and reviewed at site evaluations.
		1.C	Develop and properly implement a sliding fee scale to reflect the current federal poverty guidelines.	1.C FPP Coord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.C	Sliding fee scale developed, implemented and reviewed at site evaluations.
		1.D	Complete all financial reporting requirements as detailed by the contract.	1.D FPP Coord(OAC); FD(JWCH); Finance Manager: Coastal; Grants & Contracts, Accounting(LABIOMD); Finance Mgmt;Finance Analyst AV; COO/PMgr SFV;	1.D	All financial reports submitted on time as required

Statement of Work (SOW)
1/1/2009 to 12/31/2009

Agency Name: L.A. County Department of Health Services
Agency Number: 1316

1. Administrative Goal: Strengthen the overall quality of the family planning program and its ability to meet the needs of the community.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1	Implement or maintain a review process of all agency functions, in order to ensure high quality family planning services and compliance with all Title X Guidelines by December 31, 2009, as evidenced by completion of activities 1A through 1I.	1.A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance. *FPCA Performance Measure*	1.A FPPCoord(OAC); COO/PMgr(Coastal); PD(JWCH); COO/PMgr SFV; Director of Clinical Programs (DCS,LABIOMED); Program Liaison/Asst Dir of HDHS(AV)	1.A	Policies and procedures maintained and reviewed at site evaluations.
		1.B	Review family planning program policies and procedures on an annual basis.	1.B FPPCoord(OAC); PD(JWCH); MedDir(Coastal; (DCS,LABIOMED); COO/PMgr SFV; PL/Med Liaison(AV);	1.B	Meeting minutes maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been addressed. In the absence of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
		1.C	Obtain annual systematic client feedback through patient satisfaction surveys inclusive of all sites. *FPCA Performance Measure*	1.C FPPCoord(OAC); PD(JWCH); CQI coordinator/FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV; COO/PMgr SFV;	1.C	Client satisfaction surveys conducted, summarized, acted upon and reviewed at site evaluations. Results of the survey and the survey instrument to be collected and forwarded to CFHC evaluation staff to compare survey content with Title X Program goals and objectives.
		1.D	Maintain and update a community needs assessment on a periodic basis (at least once every 5 years) to define agency's role in the community.	1.D FPPCoord(OAC); PD(JWCH); COO/FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Community Needs Assessment maintained and reviewed at site evaluations.
		1.E	Review and approve new educational materials developed and/or made available by the agency on an annual basis.	1.E FPPCoord(OAC); PD(JWCH); FPC Coastal; Outreach Coordinator (OC) (DCS, LABIOMED); Program	1.E	Meeting minutes and materials review maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been

Statement of Work (SOW)
1/1/2009 to 12/31/2009

		Liaison/Medical Liaison(AV); COO/PMgr SFV;		addressed. In the absences of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
1.F	Maintain and update current clinical and client education protocols which include but are not limited to: reproductive health care and appropriate primary care; disability; domestic violence; emergency care; pregnancy counseling and testing; birth control methods; and STI/HIV.	1.F FPPCoord(OAC); PD(JWCH); COO/ FPC Coastal; (DCS,LABIOMED); Program Mgr (AV); COO/PMgr SFV;	1.F	Protocols maintained and reviewed at site evaluations. Substantive findings from review to be summarized in final site evaluation report and technical assistance or corrective action plan developed if required. Issue to be revisited with agencies within appropriate timeframe.
1.G	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance abuse including smoking. *FPCA Performance Measure*	1.G FPPCoord(OAC); Med. Dir.(JWCH); CQI director, lead WHPhysician: Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV	1.G	Protocols and referral policies/lists maintained and reviewed and chart audits performed during site evaluations. Referral needs identified in chart audits should be cross-checked with agency tracking systems for significant medical findings (e.g. breast mass, significantly elevated blood pressure, STDs). Substantive findings from review to be summarized in site evaluation report. Technical assistance to be provided if needed. Issue to be revisited with agencies within appropriate timeframe.
1.H	Conduct chart / log review of FPCA Performance Measures at all Title X sites, per instructions on the CFHC website[1] and submit a report to CFHC by July 25, 2009.	1.H FPPCoord(OAC); Administrator(JWCH); Medical Director, QI coordinator-Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.H	Procedures maintained and reviewed and chart audit performed at site evaluations.
1.I	Maintain a Continuous Quality Improvement System that will, through medical records review at each site and inclusive of all providers, determine if all essential elements of documentation of reproductive health care medical and education and counseling services are being completed.	1.I FPPCoord(OAC); Administrator, Med. Dir. (JWCH); Medical Director, QIC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SF	1.I	Activities of the CQI medical team maintained and reviewed at site evaluations.

Statement of Work (SOW)
1/1/2009 to 12/31/2009

2. Clinical Goal: Provide comprehensive clinical reproductive health services to Title X clients of reproductive age to plan and space their pregnancies.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide family planning education and medical services to eligible individuals per the Federal Poverty Guidelines, by December 31, 2009, as evidenced by completion of activities 1A through 1E.	1.A	Document and report the poverty status of 23455 family planning clients.	1.A FPPCoord(OAC); PD(JWCH); Finance manager Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. A	As documented in Semi-Annual Progress Report (SPR) and verified with sample data at site evaluations via chart audits.
		1.B	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral, to approximately 21109 female clients.	1.B FPPCoord(OAC); PD, COW, NP, CHW(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.C	Provide family planning education and medical services to approximately 2346 male clients.	1.C FPPCoord(OAC); CHW, NP(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.D	Provide a chlamydia test to at least 80% of women under the age of 25 within a 12 month period. *FPCA Performance Measure*	1.D FPPCoord(OAC); Med. Dir., NP(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. D	As documented in Semi-Annual Progress Report (SPR).
		1.E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation. *FPCA Performance Measure*	1.E FPPCoord(OAC); Med. Dir.(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.E	CQI activities maintained and reviewed and chart audits performed during site evaluations.

Statement of Work (SOW)
1/1/2009 to 12/31/2009

2.	Provide family planning education and medical services to high-risk, hard-to-reach populations, including those reached through community partnerships, by December 31, 2009, as evidenced by completion of activity 2A.	2.A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations. A minimum of four of the following categories must be indicated: Homeless Individuals 100 Substance-Using / Abusing Individuals 200 Individuals with Disabilities 25 Individuals with Limited English Proficiency (LEP) 10025 Migrant Workers 0 Males 2584 Adolescents (17 & under) 100 **TOTAL Clients Served** 13034 Note: Clients may be counted in more than one category. The number of projected male clients will be automatically copied from Clinical Goal 1C. When the Semi-Annual Progress Report is submitted, the number of LEP clients will be automatically copied from Table 6 to Table 16. The number of male clients and adolescent clients will be automatically copied from Table 1 to Table 16.	2.A FPPCoord(OAC); PD(JWCH); Med Director/COO FP Coordinator Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	2.A	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluation

Statement of Work (SOW)
1/1/2009 to 12/31/2009

3. Adolescent Services Goal: Provide comprehensive clinical and counseling services to adolescents.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide adolescent-specific counseling to all adolescent clients seeking family planning services by December 31, 2009, as evidenced by completion of activities 1A through 1D.	1.A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.	1.A FPPCoord(OAC); Coord,PD(JWCH); Lead Physician/QI Coord,FPC 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.B	Maintain / update and abide by protocols that ensure the provision of counseling to minors on how to resist coercive attempts to engage in sexual activity.	1.B FPPCoord(OAC); NP, PD(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.C	Provide counseling/education regarding family involvement to all adolescents under 18 years of age seeking reproductive health services whose family is not already aware that they are seeking reproductive services. *FPCA Performance Measure*	1.C FPPCoord(OAC); Coordinators, PD(JWCH); Lead Physician,QIC,FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.D	Maintain and abide by protocols for reporting child abuse as required by state law.	1.D FPPCoord(OAC); Med. Dir., NPs(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.

Statement of Work (SOW)
1/1/2009 to 12/31/2009

4. Community Education and Outreach Goal: Increase the community's knowledge of and access to family planning services offered by the Agency.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Conduct marketing, community outreach and education to potential Title X eligible clients by December 31, 2009, as evidenced by completion of activities 1A through 1C.	1.A	Maintain and update as necessary a Community Education and Outreach Plan to increase community knowledge of reproductive health and family planning services and of their availability to the community. (Exhibit B)	1.A FPPCoord(OAC); PD(JWCH); COO,FPCCoastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Community Education and Outreach Partnering Plan maintained, updated, and reviewed at site evaluations. Cross checks with data available from client satisfaction survey questions related to how patient heard / learned about clinic.
		1.B	Provide education and outreach to approximately 3072 individuals as a result of the Community Education and Outreach Plan (Exhibit B).	1.B FPPCoord(OAC); PD(JWCH); COO,FP coordinator: Coastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts.
		1.C	Mass marketing efforts will reach approximately 393 individuals through events and activities such as health fairs, street outreach, concerts and community events.	1.C FPPCoord(OAC); PD(JWCH); COO, FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation on the number of events and individuals reached through mass marketing events maintained and reviewed at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts. Note: May be included in client satisfaction

Statement of Work (SOW)
1/1/2009 to 12/31/2009

5- Financial Management Goal: Improve and maintain the Agency's financial systems to ensure contract compliance.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Agency will maintain a family planning program in financial compliance with the contract requirements and Title X Guidelines, as evidenced by completion of activities 1A through 1D.	1.A	Develop a line item budget for the period January 1, 2010 to December 31, 2010 and submit modifications as necessary during designated periods.	1.A FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Line item budget and necessary modifications submitted.
		1.B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR): - Budgetary control procedures - Accounting systems and reports - Purchasing/inventory control/property management - Charges, billing and collection procedures	1.B FPPCoord(OAC); FD(JWCH); Finance manager:Coastal; Accounting Dept, LABioMed (2908); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.B	Financial management systems maintained in compliance and reviewed at site evaluations.
		1.C	Develop and properly implement a sliding fee scale to reflect the current federal poverty guidelines.	1.C FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.C	Sliding fee scale developed, implemented and reviewed at site evaluations.
		1.D	Complete all financial reporting requirements as detailed by the contract.	1.D FPPCoord(OAC); FD(JWCH); Finance Manager: Coastal; Grants & Contracts, Accounting(LABIOMD); Finance Mgmt;Finance Analyst AV; COO/PMgr SFV;	1.D	All financial reports submitted on time as required

Statement of Work (SOW)
1/1/2010 to 12/31/2010

Agency Name: L.A. County Department of Health Services
Agency Number: 1316

1. Administrative Goal: Strengthen the overall quality of the family planning program and its ability to meet the needs of the community.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1	Implement or maintain a review process of all agency functions, in order to ensure high quality family planning services and compliance with all Title X Guidelines by December 31, 2010, as evidenced by completion of activities 1A through 1I.	1.A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance. *FPCA Performance Measure*	1.A FPPCoord(OAC); COO/PMgr(Coastal); PD(JWCH); COO/PMgr SFV; Director of Clinical Programs (DCS,LABIOMED); Program Liaison/Asst Dir of HDHS(AV)	1.A	Policies and procedures maintained and reviewed at site evaluations.
		1.B	Review family planning program policies and procedures on an annual basis.	1.B FPPCoord(OAC); PD(JWCH); MedDir(Coastal; (DCS,LABIOMED); COO/PMgr SFV; PL/Med Liaison(AV);	1.B	Meeting minutes maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been addressed. In the absence of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
		1.C	Obtain annual systematic client feedback through patient satisfaction surveys inclusive of all sites. *FPCA Performance Measure*	1.C FPPCoord(OAC); PD(JWCH); CQI coordinator/FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV; COO/PMgr SFV;	1.C	Client satisfaction surveys conducted, summarized, acted upon and reviewed at site evaluations. Results of the survey and the survey instrument to be collected and forwarded to CFHC evaluation staff to compare survey content with Title X Program goals and objectives.
		1.D	Maintain and update a community needs assessment on a periodic basis (at least once every 5 years) to define agency's role in the community.	1.D FPPCoord(OAC); PD(JWCH); COO/FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Community Needs Assessment maintained and reviewed at site evaluations.
		1.E	Review and approve new educational materials developed and/or made available by the agency on an annual basis.	1.E FPPCoord(OAC); PD(JWCH); FPC Coastal; Outreach Coordinator (OC) (DCS, LABIOMED); Program	1.E	Meeting minutes and materials review maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been

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		Liaison/Medical Liaison(AV); COO/PMgr SFV;		addressed. In the absences of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
1.F	Maintain and update current clinical and client education protocols which include but are not limited to: reproductive health care and appropriate primary care; disability; domestic violence; emergency care; pregnancy counseling and testing; birth control methods; and STI/HIV.	1.F FPPCoord(OAC); PD(JWCH); COO/ FPC Coastal; (DCS,LABIOMED); Program Mgr (AV); COO/PMgr SFV;	1.F	Protocols maintained and reviewed at site evaluations. Substantive findings from review to be summarized in final site evaluation report and technical assistance or corrective action plan developed if required. Issue to be revisited with agencies within appropriate timeframe.
1.G	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance abuse including smoking. *FPCA Performance Measure*	1.G FPPCoord(OAC); Med. Dir.(JWCH); CQI director, lead WHPhysician: Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV	1.G	Protocols and referral policies/lists maintained and reviewed and chart audits performed during site evaluations. Referral needs identified in chart audits should be cross-checked with agency tracking systems for significant medical findings (e.g. breast mass, significantly elevated blood pressure, STDs). Substantive findings from review to be summarized in site evaluation report. Technical assistance to be provided if needed. Issue to be revisited with agencies within appropriate timeframe.
1.H	Conduct chart / log review of FPCA Performance Measures at all Title X sites, per instructions on the CFHC website[1] and submit a report to CFHC by July 25, 2010.	1.H FPPCoord(OAC); Administrator(JWCH); Medical Director, QI coordinator-Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.H	Procedures maintained and reviewed and chart audit performed at site evaluations.
1.I	Maintain a Continuous Quality Improvement System that will, through medical records review at each site and inclusive of all providers, determine if all essential elements of documentation of reproductive health care medical and education and counseling services are being completed.	1.I FPPCoord(OAC); Administrator, Med. Dir. (JWCH); Medical Director, QIC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SF	1.I	Activities of the CQI medical team maintained and reviewed at site evaluations.

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1/1/2010 to 12/31/2010

2. Clinical Goal: Provide comprehensive clinical reproductive health services to Title X clients of reproductive age to plan and space their pregnancies.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide family planning education and medical services to eligible individuals per the Federal Poverty Guidelines, by December 31, 2010, as evidenced by completion of activities 1A through 1E.	1.A	Document and report the poverty status of 23455 family planning clients.	1.A FPPCoord(OAC); PD(JWCH); Finance manager Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. A	As documented in Semi-Annual Progress Report (SPR) and verified with sample data at site evaluations via chart audits.
		1.B	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral, to approximately 21109 female clients.	1.B FPPCoord(OAC); PD, COW, NP, CHW(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.C	Provide family planning education and medical services to approximately 2346 male clients.	1.C FPPCoord(OAC); CHW, NP(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.D	Provide a chlamydia test to at least 80% of women under the age of 25 within a 12 month period. *FPCA Performance Measure*	1.D FPPCoord(OAC); Med. Dir., NP(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. D	As documented in Semi-Annual Progress Report (SPR).
		1.E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation. *FPCA Performance Measure*	1.E FPPCoord(OAC); Med. Dir.(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.E	CQI activities maintained and reviewed and chart audits performed during site evaluations.

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2.	Provide family planning education and medical services to high-risk, hard-to-reach populations, including those reached through community partnerships, by December 31, 2010, as evidenced by completion of activity 2A.	2.A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations. A minimum of four of the following categories must be indicated: Homeless Individuals 100 Substance-Using / Abusing Individuals 200 Individuals with Disabilities 25 Individuals with Limited English Proficiency (LEP) 10025 Migrant Workers 0 Males 2584 Adolescents (17 & under) 100 **TOTAL Clients Served** 13034 Note: Clients may be counted in more than one category. The number of projected male clients will be automatically copied from Clinical Goal 1C. When the Semi-Annual Progress Report is submitted, the number of LEP clients will be automatically copied from Table 6 to Table 16. The number of male clients and adolescent clients will be automatically copied from Table 1 to Table 16.	2.A FPPCoord(OAC); PD(JWCH); Med Director/COO FP Coordinator Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	2.A	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluation

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1/1/2010 to 12/31/2010

3. Adolescent Services Goal: Provide comprehensive clinical and counseling services to adolescents.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide adolescent-specific counseling to all adolescent clients seeking family planning services by December 31, 2010, as evidenced by completion of activities 1A through 1D.	1.A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.	1.A FPPCoord(OAC); Coord,PD(JWCH); Lead Physician/QI Coord,FPC 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.B	Maintain / update and abide by protocols that ensure the provision of counseling to minors on how to resist coercive attempts to engage in sexual activity.	1.B FPPCoord(OAC); NP, PD(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.C	Provide counseling/education regarding family involvement to all adolescents under 18 years of age seeking reproductive health services whose family is not already aware that they are seeking reproductive services. *FPCA Performance Measure*	1.C FPPCoord(OAC); Coordinators, PD(JWCH); Lead Physician,QIC,FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.D	Maintain and abide by protocols for reporting child abuse as required by state law.	1.D FPPCoord(OAC); Med. Dir., NPs(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.

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1/1/2010 to 12/31/2010

4. Community Education and Outreach Goal: Increase the community's knowledge of and access to family planning services offered by the Agency.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Conduct marketing, community outreach and education to potential Title X eligible clients by December 31, 2010, as evidenced by completion of activities 1A through 1C.	1.A	Maintain and update as necessary a Community Education and Outreach Plan to increase community knowledge of reproductive health and family planning services and of their availability to the community. (Exhibit B)	1.A FPPCoord(OAC); PD(JWCH); COO,FPCCoastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Community Education and Outreach Partnering Plan maintained, updated, and reviewed at site evaluations. Cross checks with data available from client satisfaction survey questions related to how patient heard / learned about clinic.
		1.B	Provide education and outreach to approximately 3072 individuals as a result of the Community Education and Outreach Plan (Exhibit B).	1.B FPPCoord(OAC); PD(JWCH); COO,FP coordinator: Coastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts.
		1.C	Mass marketing efforts will reach approximately 393 individuals through events and activities such as health fairs, street outreach, concerts and community events.	1.C FPPCoord(OAC); PD(JWCH); COO, FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation on the number of events and individuals reached through mass marketing events maintained and reviewed at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts. Note: May be included in client satisfaction

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1/1/2010 to 12/31/2010

5- Financial Management Goal: Improve and maintain the Agency's financial systems to ensure contract compliance.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Agency will maintain a family planning program in financial compliance with the contract requirements and Title X Guidelines, as evidenced by completion of activities 1A through 1D.	1.A	Develop a line item budget for the period January 1, 2010 to December 31, 2010 and submit modifications as necessary during designated periods.	1.A FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Line item budget and necessary modifications submitted.
		1.B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR): - Budgetary control procedures - Accounting systems and reports - Purchasing/inventory control/property management - Charges, billing and collection procedures	1.B FPPCoord(OAC); FD(JWCH); Finance manager:Coastal; Accounting Dept, LABioMed (2908); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.B	Financial management systems maintained in compliance and reviewed at site evaluations.
		1.C	Develop and properly implement a sliding fee scale to reflect the current federal poverty guidelines.	1.C FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.C	Sliding fee scale developed, implemented and reviewed at site evaluations.
		1.D	Complete all financial reporting requirements as detailed by the contract.	1.D FPPCoord(OAC); FD(JWCH); Finance Manager: Coastal; Grants & Contracts, Accounting(LABIOMD); Finance Mgmt;Finance Analyst AV; COO/PMgr SFV;	1.D	All financial reports submitted on time as required

EXHIBIT C

1/1/2008 to 12/31/2008

TITLE X FAMILY PLANNING – SERVICE SITE INFORMATION
L.A. County Department of Health Services
Agency No. 1316

Site Name & Address	Service Area	Services Offered	Office Hours	Clinic Hours	# of Users in 2006	Projected Users in 2008	Medi-Cal Number	FPACT Number
Antelope Valley Health Center 335 B East Avenue, K-6 High Desert Health System Lancaster 93535	Lancaster, Pearblossom, Palmdale, Acton, Littlerock, Lake Los Angeles	Medical Community Education Health Education (in-house)	Monday - Friday: 8:00am-4:30pm	Monday: 8:00am-12:00-12:30-4:30pm Tuesday: 8:00am-12:00pm 2nd and 4th Friday: 8:00-12:00pm Pregnancy test: Tuesday 12:30pm - 4:30pm Wednesday 12:30am - 4:30pm Depo Injection Refill: Tuesday 12:30pm-4:30pm	2940	2405	ZZW16082F	HAP16082F
Bellflower Health Center 10005 E. Flower Avenue Bellflower 90706	Bellflower, Paramount, Compton, Lynwood, South Gate, Downey, Norwalk, Cerritos	Medical Community Education Health Education (in-house)	Monday to Friday: 8:00am-4:30pm	Monday to Friday: 8:00am-4:30pm	378	337	ZZW16016F	HAP16016F
Edward R. Roybal Comprehensive Health Center 245 S. Fetterly Street Los Angeles 90022	Alhambra, Boyle Heights, City Terrace, East Los Angeles, El Sereno, Montebello, Monterey Park	Medical Community Education Health Education (in-house)	Monday to Friday: 8:00am - 5:00pm	Monday, Thursday and second Saturday: 8:00am - 5:00pm	1226	989	ZZW41126F	HAP41126F
El Monte Comprehensive Health Center 10953 Ramona Blvd. El Monte 91731	Baldwin Park, El Monte, La Puente, Montebello, Pico Rivera, Rosemead, San Gabriel	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday, Wednesday, Friday and every other Saturday: 8:00am - 5:00pm	1829	1731	ZZW16124F	HAP16124F
Glendale Health Center 501 N. Glendale Ave Glendale 91206	Glendale, Burbank, Pasadena, Los Angeles, Eagle Rock, Hollywood, La Crescenta	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:00pm	1039	604	ZZW16076F	HAP16076F
H. Claude Hudson Comprehensive Health Center 2829 S. Grand Avenue Los Angeles 90007	Los Angeles, South Los Angeles	Medical Community Education Health Education (in-house	Monday to Saturday: 8:00am - 5:00pm	Tuesday to Saturday: 8:00am - 5:00pm	4117	3875	ZZW41124F	HAP41124F
Harbor-UCLA Research & Education Center, Women's Health Care Clinic 1000 W. Carson Street Bldg N28 Torrance 90509	Torrance, Carson, Compton, Gardena, Harbor City, Inglewood, Lomita, Los Angeles, San Pedro, Wilmington	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday: 8:00am - 7:00pm Tuesday, Wednesday, Thursday: 8:00am - 5:00pm Friday 8:00am - 2:00pm	7570	6193	ZZW40376F	HAP40376F
Hubert H. Humphrey Comprehensive Health Center 5850 S. Main Street Los Angeles 90003	Compton, Huntington Park, South Los Angeles, South Gate, Watts	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday to Wednesday, Off Thursday, Friday and every other Saturday: 8:00am - 5:00pm	2905	1649	ZZW11866F	HAP11866F

Long Beach Comprehensive Health Center 1333 Chestnut Blvd. Long Beach 90813	Long Beach, Signal Hill, Belmont Shore, Wilmington, San Pedro, Seal Beach, Lakewood.	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:30pm	791	696	ZZW16126F	HAP16126F
Los Angeles Dept. of Health Services 5555 Ferguson Dr. Suite 210-01 Commerce, 90022			8:00am to 4:30 pm					
TOTALS								23,455

EXHIBIT C-1

1/1/2009 to 12/31/2009

TITLE X FAMILY PLANNING – SERVICE SITE INFORMATION
L.A. County Department of Health Services
Agency No. 1316

Site Name & Address	Service Area	Services Offered	Office Hours	Clinic Hours	# of Users in 2006	Projected Users in 2008	Medi-Cal Number	FPACT Number
Antelope Valley Health Center 335 B East Avenue, K-6 High Desert Health System Lancaster 93535	Lancaster, Pearblossom, Palmdale, Acton, Littlerock, Lake Los Angeles	Medical Community Education Health Education (in-house)	Monday - Friday: 8:00am-4:30pm	Monday: 8:00am-12:00-12:30-4:30pm Tuesday: 8:00am-12:00pm 2nd and 4th Friday: 8:00-12:00pm Pregnancy test: Tuesday 12:30pm - 4:30pm Wednesday 12:30am - 4:30pm Depo Injection Refill: Tuesday 12:30pm-4:30pm	2940	2405	ZZW16082F	HAP16082F
Bellflower Health Center 10005 E. Flower Avenue Bellflower 90706	Bellflower, Paramount, Compton, Lynwood, South Gate, Downey, Norwalk, Cerritos	Medical Community Education Health Education (in-house)	Monday to Friday: 8:00am-4:30pm	Monday to Friday: 8:00am-4:30pm	378	337	ZZW16016F	HAP16016F
Edward R. Roybal Comprehensive Health Center 245 S. Fetterly Street Los Angeles 90022	Alhambra, Boyle Heights, City Terrace, East Los Angeles, El Sereno, Montebello, Monterey Park	Medical Community Education Health Education (in-house)	Monday to Friday: 8:00am - 5:00pm	Monday, Thursday and second Saturday: 8:00am - 5:00pm	1226	989	ZZW41126F	HAP41126F
El Monte Comprehensive Health Center 10953 Ramona Blvd. El Monte 91731	Baldwin Park, El Monte, La Puente, Montebello, Pico Rivera, Rosemead, San Gabriel	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday, Wednesday, Friday and every other Saturday: 8:00am - 5:00pm	1829	1731	ZZW16124F	HAP16124F
Glendale Health Center 501 N. Glendale Ave Glendale 91206	Glendale, Burbank, Pasadena, Los Angeles, Eagle Rock, Hollywood, La Crescenta	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:00pm	1039	604	ZZW16076F	HAP16076F
H. Claude Hudson Comprehensive Health Center 2829 S. Grand Avenue Los Angeles 90007	Los Angeles, South Los Angeles	Medical Community Education Health Education (in-house	Monday to Saturday: 8:00am - 5:00pm	Tuesday to Saturday: 8:00am - 5:00pm	4117	3875	ZZW41124F	HAP41124F
Harbor-UCLA Research & Education Center, Women's Health Care Clinic 1000 W. Carson Street Bldg N28 Torrance 90509	Torrance, Carson, Compton, Gardena, Harbor City, Inglewood, Lomita, Los Angeles, San Pedro, Wilmington	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday: 8:00am - 7:00pm Tuesday, Wednesday, Thursday: 8:00am - 5:00pm Friday 8:00am - 2:00pm	7570	6193	ZZW40376F	HAP40376F
Hubert H. Humphrey Comprehensive Health Center 5850 S. Main Street Los Angeles 90003	Compton, Huntington Park, South Los Angeles, South Gate, Watts	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday to Wednesday, Off Thursday, Friday and every other Saturday: 8:00am - 5:00pm	2905	1649	ZZW11866F	HAP11866F

Long Beach Comprehensive Health Center 1333 Chestnut Blvd. Long Beach 90813	Long Beach, Signal Hill, Belmont Shore, Wilmington, San Pedro, Seal Beach, Lakewood.	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:30pm	791	696	ZZW16126F	HAP16126F
Los Angeles Dept. of Health Services 5555 Ferguson Dr. Suite 210-01 Commerce, 90022			8:00am to 4:30 pm					
TOTALS								23,455

EXHIBIT C-2

1/1/2010 to 12/31/2010

TITLE X FAMILY PLANNING – SERVICE SITE INFORMATION
L.A. County Department of Health Services
Agency No. 1316

Site Name & Address	Service Area	Services Offered	Office Hours	Clinic Hours	# of Users in 2006	Projected Users in 2008	Medi-Cal Number	FPACT Number
Antelope Valley Health Center 335 B East Avenue, K-6 High Desert Health System Lancaster 93535	Lancaster, Pearblossom, Palmdale, Acton, Littlerock, Lake Los Angeles	Medical Community Education Health Education (in-house)	Monday - Friday: 8:00am-4:30pm	Monday: 8:00am-12:00-12:30-4:30pm Tuesday: 8:00am-12:00pm 2nd and 4th Friday: 8:00-12:00pm Pregnancy test: Tuesday 12:30pm - 4:30pm Wednesday 12:30am - 4:30pm Depo Injection Refill: Tuesday 12:30pm-4:30pm	2940	2405	ZZW16082F	HAP16082F
Bellflower Health Center 10005 E. Flower Avenue Bellflower 90706	Bellflower, Paramount, Compton, Lynwood, South Gate, Downey, Norwalk, Cerritos	Medical Community Education Health Education (in-house)	Monday to Friday: 8:00am-4:30pm	Monday to Friday: 8:00am-4:30pm	378	337	ZZW16016F	HAP16016F
Edward R. Roybal Comprehensive Health Center 245 S. Fetterly Street Los Angeles 90022	Alhambra, Boyle Heights, City Terrace, East Los Angeles, El Sereno, Montebello, Monterey Park	Medical Community Education Health Education (in-house)	Monday to Friday: 8:00am - 5:00pm	Monday, Thursday and second Saturday: 8:00am - 5:00pm	1226	989	ZZW41126F	HAP41126F
El Monte Comprehensive Health Center 10953 Ramona Blvd. El Monte 91731	Baldwin Park, El Monte, La Puente, Montebello, Pico Rivera, Rosemead, San Gabriel	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday, Wednesday, Friday and every other Saturday: 8:00am - 5:00pm	1829	1731	ZZW16124F	HAP16124F
Glendale Health Center 501 N. Glendale Ave Glendale 91206	Glendale, Burbank, Pasadena, Los Angeles, Eagle Rock, Hollywood, La Crescenta	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:00pm	1039	604	ZZW16076F	HAP16076F
H. Claude Hudson Comprehensive Health Center 2829 S. Grand Avenue Los Angeles 90007	Los Angeles, South Los Angeles	Medical Community Education Health Education (in-house	Monday to Saturday: 8:00am - 5:00pm	Tuesday to Saturday: 8:00am - 5:00pm	4117	3875	ZZW41124F	HAP41124F
Harbor-UCLA Research & Education Center, Women's Health Care Clinic 1000 W. Carson Street Bldg N28 Torrance 90509	Torrance, Carson, Compton, Gardena, Harbor City, Inglewood, Lomita, Los Angeles, San Pedro, Wilmington	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday: 8:00am - 7:00pm Tuesday, Wednesday, Thursday: 8:00am - 5:00pm Friday 8:00am - 2:00pm	7570	6193	ZZW40376F	HAP40376F
Hubert H. Humphrey Comprehensive Health Center 5850 S. Main Street Los Angeles 90003	Compton, Huntington Park, South Los Angeles, South Gate, Watts	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday to Wednesday, Off Thursday, Friday and every other Saturday: 8:00am - 5:00pm	2905	1649	ZZW11866F	HAP11866F

Long Beach Comprehensive Health Center 1333 Chestnut Blvd. Long Beach 90813	Long Beach, Signal Hill, Belmont Shore, Wilmington, San Pedro, Seal Beach, Lakewood.	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:30pm	791	696	ZZW16126F	HAP16126F
Los Angeles Dept. of Health Services 5555 Ferguson Dr. Suite 210-01 Commerce, 90022			8:00am to 4:30 pm					
TOTALS								23,455

EXHIBIT D

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Program Standards

This section includes information about the *Family PACT* (Planning, Access, Care and Treatment) *Standards* that are the program framework and parameters for expected provider performance, service delivery and quality improvement. The standards define the scope, type and quality of care required for the Family PACT Program, and the terms and conditions under which providers will be reimbursed. Adherence to these standards is required for clinicians enrolled as Family PACT providers. These standards are implemented through program policies and procedures.

Program Standards

The *Family PACT Standards* are included in the formal enrollment documents for all providers and associated practitioners. For provider enrollment procedures, refer to the *Provider Enrollment* section in this manual. Any provider who does not render services consistent with the standards of care may be disenrolled from the Program.

The *Family PACT Standards* are designed as minimum quality improvement requirements for providers and provider organizations, serving as the basic framework of the program. The seven standards address:

A. Informed consent
B. Confidentiality
C. Linguistic and cultural competence
D. Access to care
E. Availability of covered services
F. Clinical and preventive services
G. Education and counseling services

Standard	Description
A. Informed Consent	1. Informed consent shall include client participation in the process of eligibility determination and onsite enrollment in the Family PACT Program. a) The enrolled Family PACT provider has the responsibility for completion of the *Health Access Programs Family Pact Program Client Eligibility Certification* (CEC) form (CDPH 4461) according to program specifications. b) All practitioners shall be knowledgeable about the *Family PACT Standards* and discuss the Family PACT scope of services with clients. 2. Participation in the Family PACT Program and consent for services shall be voluntary and without coercion to enroll, to accept particular methods or procedures, or to otherwise participate in family planning services. Clients shall be informed of their freedom to withdraw consent at any time. 3. Consent is required only from the individual client receiving family planning services, including minors who have the legal right to self-consent for pregnancy-related services (*California Family Code* Section 6925, subd.[a], *Welfare and Institutions Code* (W&I Code), Section 24003, subd.[b]), except as otherwise provided by law. 4. The informed consent process shall be provided to clients verbally in a language the client understands and supplemented with written materials (refer to C.1). 5. All clients shall sign a consent form for any invasive procedures performed by the practitioner and be told of their freedom to withdraw consent at any time. 6. All clients requesting sterilization shall sign the federal sterilization *Consent Form* (PM 330). The procedure shall take place within the required time frame based on the date of the client's signature. 7. A copy of the California Department of Public Health (CDPH) *Family Planning Patient Rights* statement shall be provided to all clients or posted in a prominent place at the site of clinical services (see *Figures 1 and 2*).

Standard	Description
B. Confidentiality	1. All services including the eligibility determination process shall be provided in a manner that respects the privacy and dignity of the individual client. 2. Clients shall be informed of the confidentiality of services and be assured that their identity will not be disclosed without their written permission, except as provided by law. 3. All personal client information shall be treated as privileged communication and held confidential; it shall not be divulged without the client's written consent, except as required by law. 4. Unless otherwise provided by law, client information that does not identify the individual receiving the services may be disclosed in summary, statistical or other form to CDPH or its designee, and to public health officials.
C. Linguistic and Cultural Competence	1. All services shall be provided in a culturally sensitive manner and communicated in a language understood by the client. 2. All print and audiovisual materials shall be appropriate for the client's language and literacy level.
D. Access to Care	1. All services covered by Family PACT, including onsite laboratory and onsite dispensing of medications, if available, shall be provided without cost to eligible clients. 2. Appointments for clients shall be available within a reasonable time period. Clients who cannot be given timely appointments shall be referred to other Family PACT or Medi-Cal providers in the area. 3. Contraceptive methods and supplies, and medications and laboratory tests shall be available at the site of clinical services or by referral to Medi-Cal laboratories and pharmacies. 4. Referrals to local resources shall be made available to clients when needed medical and psychosocial services are beyond the scope of the provider's organization, including, but not limited to, primary care, domestic violence and substance abuse related services. Services beyond the scope of Family PACT are not reimbursable by the program.

Standard	Description
E. Availability of Covered Services	1. All Family PACT-approved family planning methods (see *Figure 3*), including all FDA-approved contraceptive methods and their applications, fertility awareness methods, sterilization procedures, and limited infertility services consistent with recognized medical practice standards shall be made available to clients by the practitioner. a) At a minimum, the following contraceptive methods shall be provided onsite or by prescription: oral contraceptives; oral emergency contraceptives; contraceptive transdermal patch; contraceptive vaginal ring; contraceptive injection(s); spermicides; male and female condoms; and Lactation Amenorrhea Method (LAM). b) The following contraceptive methods and procedures may be provided onsite or by referral: contraceptive implant(s); intrauterine contraceptives; diaphragm; cervical barrier methods; Fertility Awareness Methods (FAM); and female and male sterilizations. 2. If the practitioner lacks the specialized skills to provide invasive contraceptive procedures or sterilization, or there is insufficient volume to ensure and maintain a high skill level, clients shall be referred to another qualified practitioner for these methods/ procedures. The enrolled provider shall have an established referral arrangement with the other provider(s) when making referrals for these procedures. 3. A client's selection of contraceptive method(s) shall take into account client preference in conjunction with medical findings. 4. Education and counseling about all options and referral resources, whether a pregnancy test is positive or negative, shall be provided in an unbiased manner that allows the client full freedom of choice. 5. Screening, testing and treatment for uncomplicated Sexually Transmitted Infections (STIs) shall be provided onsite. Clients with complicated STIs may be treated onsite or by referral to a Family PACT or Medi-Cal provider. 6. Screening for cervical cancer by Pap smear shall be provided onsite. Evaluation of cervical abnormalities found on Pap smear or physical exam and treatment of preinvasive cervical lesions may be provided onsite or by referral to a Family PACT or Medi-Cal provider. 7. All services shall be provided to eligible clients without regard to gender, sexual orientation, age (except for sterilization), race, marital status, parity or disability.

Standard	Description
F. Clinical and Preventive Services	1. Family planning and reproductive health clinical preventive services for women and men shall include: a) A comprehensive health history with updates at least every 24 months, including: health risk factors; a complete family history; personal medical, sexual and contraceptive history; plans for having children; and obstetrical and gynecological history for women b) A physical exam as clinically indicated, for contraceptive and STI services. (Women prescribed hormonal contraceptives must have a blood pressure evaluation at the initiation of the method and at least every two years thereafter.) i. A physical exam may be declined by the client and is not required for contraceptive services. c) Laboratory tests as clinically indicated as part of a decision-making process for contraceptive choices d) Provision of all Family PACT-approved contraceptive methods, devices, supplies and procedures, including female and male sterilization (see *Figure 3*) e) Pregnancy test services that are provided together with required education and counseling services f) Follow-up care for complications associated with a client's contraceptive method(s) or procedures at no cost to the client

Standard	Description
F. Clinical and Preventive Services *(continued)*	2. Prevention and control services for STI/HIV for women and men consistent with Centers for Disease Control and Prevention (CDC) guidelines and recognized medical practice standards shall be provided, in conjunction with family planning services, and when clinically indicated. Prevention and control services shall include: a) Chlamydia screening annually for females 25 years of age and younger b) Testing, diagnosis, treatment and follow-up of STI, including partner management c) Reporting of STI/HIV, as required by California law, to appropriate local public health jurisdictions for contact management, prevention and control d) Screening by history for Hepatitis B, with provision of Hepatitis B immunization series when indicated, according to CDC guidelines e) Confidential HIV risk screening, testing or referral to source of anonymous testing, client-centered counseling and referral for treatment 3. Screening females for precancers and cancers of the breast and cervix, including periodic Pap smears, and limited diagnosis and treatment of abnormal cervical conditions detected through screening, shall be included consistent with recognized medical practice standards. 4. Limited infertility services for couples, including fertility awareness counseling and supplies. 5. Referrals shall be provided to appropriate resources for needed medical and psychosocial services not covered by this program, including management of high-risk conditions and specialty consultation, if needed. 6. Medical record documentation shall reflect the clinical rationale for providing, ordering or deferring services provided to clients according to *Family PACT Standards*, including, but not limited to, client assessment, diagnosis, treatment and follow-up. Documentation, including a client's signature when dispensed a device, product or prescription, or when a laboratory specimen is obtained, shall support services claims for reimbursement *Welfare & Institutions Code*, Section 14043.41).

Standard	Description
G. Education and Counseling Services	1. Family planning and reproductive health education and counseling services for women and men to promote optimal reproductive health and clarify personal family planning goals shall be client-centered and shall include: a) Individual client assessment and ongoing reassessment of the client's reproductive health education and counseling needs, including: i. A description of services and clinic procedures ii. Reproductive anatomy and physiology, contraceptive method options and STI/HIV prevention iii. Preventive health care, nutrition, preconception health and pregnancy planning iv. Psychosocial issues, including partner relationship and communication, asset recognition, risk reduction and decision making b) Individual education and counseling sessions provided in a way that is understandable to the client and conducted in a manner that facilitates the client's integration of information for the development of positive reproductive health behaviors, and supplemented with written materials, as needed c) An explanation of the physical examination, laboratory tests and recommended treatment options d) Written information about the scope of program services, how to obtain needed referrals, services for family planning related complications and where to obtain 24-hour emergency care services e) The option of including a client's partner in the education and counseling session and other services at the client's discretion f) Information provided in a manner of communication that is sensitive to diverse cultural and socioeconomic factors, and the psychosocial aspects of reproductive health

Standard	Description
G. Education and Counseling Services *(continued)*	2. Each client shall be provided with adequate information to make an informed choice about family planning methods, including: a) A verbal dialogue and written description of all Family PACT-approved contraceptive methods, including effectiveness, duration, side effects, complications, medical indications and contraindications, social and physical advantages, and disadvantages b) A description of the implications and consequences of sterilization procedures, when client desires no future childbearing c) Specific instructions verbally and in writing for care, use and possible danger signs for the selected method(s) d) The opportunity for questions concerning procedures or methods and discussion of personal concerns 3. Each client receiving a pregnancy test shall be provided with information about all options and education and counseling appropriate to the test results in order to make an informed choice as follows: a) Clients with positive pregnancy test results shall be given information and referral resources about prenatal care, adoption and pregnancy termination services. b) Clients with negative pregnancy test results shall be given information and referral resources about family planning services, preconception care or infertility services, as appropriate. 4. All staff persons providing education and counseling shall have and be able to apply knowledge about the psychosocial and medical aspects of reproductive health, principles of behavioral change, and client-centered counseling techniques, including interviewing and communication skills. a) Practitioners and counselors shall recognize situations where more intensive counseling may be required and make referrals, as appropriate. b) Counseling staff shall be under the direction of the enrolled Family PACT provider and supervised by a licensed health care professional. 5. Medical record documentation shall reflect the scope of education and counseling services provided to clients according to *Family PACT Standards*, including, but not limited to, individual client assessment, topics discussed, and name and title of counselor. Documentation shall support services billed for reimbursement.

Family Planning Patient Rights

Men and women, regardless of race, religion, age, sex, sexual orientation, ethnic and religious background, or economic standing have:

- The right to decide whether or not to have children and, if so, to determine their timing and spacing
- The right to be treated with dignity and respect
- The right to privacy and confidentiality in all aspects of services
- The right to adequate and objective education and counseling
- The right to have all procedures explained and questions answered in a language that can be understood
- The right to know effectiveness, possible side effects, and complications of all contraceptives
- The right to participate in selecting the contraceptive method(s) to be used
- The right to know the results and meanings (diagnosis, treatment and prognosis) of all tests and examinations
- The right to see their records and have them explained
- The right to know the meaning and implications of all forms they are asked to sign
- The right to consent to, or refuse, any contraceptive method, test, examination or treatment

Participation of any individual in the Family PACT (Planning Access, Care and Treatment) Program is voluntary and free of compulsion or coercion of any kind. If you feel your rights have been violated, please speak to the director of the clinic/health office.

California Department of Public Health, 2007

Figure 1. Family Planning Patient Rights

DERECHOS DE LOS PACIENTES DE PLANIFICACIÓN FAMILIAR

Hombres y mujeres, sin importar la raza, religión, edad, sexo, orientación sexual, grupo étnico, o posición económica, tienen:

- El derecho a decidir si quieren tener hijos o nó y si deciden tenerlos determinar cuantos y cada cuando tenerlos
- El derecho a ser tratados con dignidad y respeto
- El derecho a recibir todos los servicios que se les proporciona con privacidad y de una manera confidencial
- El derecho a recibir educación y consejería en una manera adecuada y objetiva
- El derecho a recibir una explicación de todos los procedimientos que se les hagan y que se les contesten todas sus preguntas en un idioma que puedan entender
- El derecho a ser informados sobre la efectividad, las complicaciones, y los posibles efectos secundarios de todos los anticonceptivos
- El derecho a participar en la selección del método anticonceptivo que desea usar
- El derecho a ser informados sobre los resultados y significado (diagnóstico, tratamiento, y pronóstico) de todos los exámenes médicos que se les hagan
- El derecho a tener acceso y explicación sobre sus expedientes
- El derecho a ser informados sobre el significado y las implicaciones de firmar los formularios que le sean presentados;
- El derecho a aceptar o rechazar cualquier método anticonceptivo, prueba, examen, o tratamiento

La participación de cualquier individuo en el Programa Planificación Familiar Estatal, es voluntaria y libre de coerción de cualquier clase. Si usted cree que sus derechos han sido violados, por favor, hable con el director de la clínica o centro de salud.

Dapartamento de Salud Pública de California, 2007

Figure 2. Family Planning Patient Rights (Spanish)

Family PACT
Approved Contraceptive Methods

Oral Contraceptives

Oral Emergency Contraceptives

Contraceptive Transdermal Patch

Contraceptive Vaginal Ring

Contraceptive Implants

Contraceptive Injections

Intrauterine Contraceptives

Diaphragm

Cervical Barrier Methods

Spermicides

Male Condoms

Female Condoms

Fertility Awareness Methods (FAM)

Lactation Amenorrhea Method (LAM)

Male Sterilization

Female Sterilization

California Department of Public Health, Office of Family Planning, 2007

Figure 3. Family PACT Approved Contraceptive Methods

EXHIBIT F

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:

SIGNATURE: _____

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.

AGREECD4083.KH
kh:2/10/06

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT III

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

WITH LOS ANGELES BIO-MEDICAL RESEARCH INSTITUTE (LA-BIO MED)

HEALTH CARE SERVICES AGREEMENT

EXHIBIT III

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT (LA-BIO MED)
HEALTH CARE SERVICES AGREEMENT

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Contract # _____

FAMILY PLANNING SUBCONTRACT AGREEMENT
HEALTH CARE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2008

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

and LOS ANGELES BIO-MEDICAL RESEARCH INSTITUTE (LABioMed) (hereafter "Contractor").

WHEREAS, County has entered into a master agreement with the California Family Health Council, Inc. ("CFHC") for County to provide Federal Title X funded family planning services; and

WHEREAS, on April 28, 1997, the State of California initiated a new Family Planning, Access, Care and Treatment ("Family PACT") program, which is a direct fee-for-service program entered into with approved family planning service providers; and

WHEREAS, County desires to extend to residents of the County of Los Angeles family planning services; and

WHEREAS, County is authorized to provide such services by Section 1276(K) of Title 17, California Code of Regulations; and

WHEREAS, County civil service employees do not presently qualify to perform the desired level of family specialized planning services and it is impossible to recruit such personnel for the period of time such services are needed by County; and

WHEREAS, County has certain space in Harbor-UCLA Medical Center which is not in use and which can be made available to Contractor for its family planning services; and

WHEREAS, Contractor has had a high degree of success in providing family planning services and has collaborated with the County for a number of years on specific family planning activities; and

WHEREAS, County is authorized to enter into this Agreement under provisions of California Government Code Section 26227; 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, for the purpose of assisting the Department in the provision of family planning services Contractor agrees to provide the services and objectives as outlined in Exhibits B, B-1, and B-2 attached hereto and incorporated herein by reference, the parties desire to enter into this Agreement; 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

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this agreement shall commence on January 1, 2008 and shall remain in full force and effect to, and including, December 31, 2008, with provisions for

a two (2) twelve (12) month automatic renewal, through December 31, 2010.

If for any reason Federal Title X funding and/or State Family PACT funding, is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon the Contractor in writing. This Agreement may be terminated at any time by either party upon the giving of thirty (30) days prior written notice to the other party. Additionally, County may terminate this Agreement in accordance with the Termination Paragraphs 31, 32, 33, 34, and 47 of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty-day written notice to Contractor. 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 Paragraph, 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.

2. STATEMENT OF WORK: Contractor shall, in a satisfactory and proper manner, provide the services described in Statements of Work, Exhibits B, B-1, and B-2, for Calendar Years 2008, 2009, and 2010, respectively, and meet all "Program Objectives", attached hereto and incorporated herein by reference during the term of this Agreement. Unless provided for elsewhere in this Agreement, Contractor shall be completely independent in performing its responsibilities under this Agreement.

3. MAXIMUM COUNTY OBLIGATION:

A. County's maximum obligation for Federal Title X funded services provided by Contractor hereunder during period effective January 1, 2008 through December 31, 2008

shall not exceed One Hundred Forty-Five Thousand, Six Hundred Six Dollars ($145,606).

B. If this Agreement is renewed for the period effective January 1, 2009 through December 31, 2009, County's maximum obligation for Federal Title X funded services provided by Contractor hereunder, shall not exceed One Hundred Forty-Eight Thousand, Five Hundred Eighteen Dollars ($148,518).

C. County's maximum obligation for Federal Title X funded services provided by Contractor hereunder during period effective January 1, 2010 through December 31, 2010 shall not exceed One Hundred Fifty-One Thousand, Four Hundred Eighty-Eight Dollars ($151,488).

D. County's maximum obligation for Family PACT and Medi-Cal funded services provided by Contractor hereunder during the term of this Agreement shall not exceed 97% of the actual Family PACT and Medi-Cal payments received by County.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his 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. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation 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 Executive 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 Executive Office. 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. BILLING AND PAYMENT:

A. Subject to the provisions of Paragraph 7 and the maximum set forth in Paragraph 3 for Federal Title X funded family planning services, Contractor shall invoice County monthly for actual expenditures, in arrears, for Federal Title X funding as outlined in Schedule 1 and Schedule 2, attached hereto.

Notwithstanding any other provisions contained herein, this Agreement is subject to the provisions of the County's agreement with CFHC for this program. In the event County has its payments reduced by CFHC, relative to services provided under this Agreement, County may in turn require Contractor to reimburse funds to County or may reduce payment to Contractor subject to the conditions of this Agreement.

B. For Family PACT and Medi-Cal program patients, Contractor shall have the option of billing Family PACT and Medi-Cal programs directly, using the County provider number. Contractor will prepare and maintain all required

billing information in accordance with Family PACT and Medi-Cal regulations, including, but not limited to the following: patient account folder, encounter forms, Family PACT and Medi-Cal required billing information, and Family PACT and Medi-Cal claim forms. Contractor's billing standards must confirm to County requirements. Further, Family PACT billing rates must be approved by the County, and Medi-Cal billing must be prepared according to the County's waiver agreement with the State. Upon Contractor's request and County's approval, Family PACT and/or Medi-Cal billings to the fiscal intermediary may be performed for Contractor by County for an additional five percent (5%) fee applied to the actual Family PACT and/or Medi-Cal payments received through County's provision of billing services. County shall guarantee appropriate collections through timely accurate processing. Payments received through County's provision of billing service will reflect use of standard established State rates. County shall process Contractor's weekly invoices on a timely basis and payment shall be made to Contractor within sixty (60) days from receipt of weekly invoice.

C. For Family PACT and Medi-Cal program patients, subject to the limits under Paragraph 7 and the maximum set forth in Paragraph 3, A and B, the sole compensation to

Contractor for family planning services shall be based on the actual Family PACT and Medi-Cal payments received, subject to a 3% fee for County processing of remittance advice and payment deposits, and County required reporting to be prepared from the remittance advice details. County shall provide Contractor a detailed itemization of charges equaling the payment. This back up will be submitted within thirty (30) days from payment. There is no County charge for the value of space or maintenance of space as described in Exhibit A (Terms and Conditions of Utilization of County Space). Contractor shall invoice monthly, in arrears, based on the Contractor's frequency of billings to Family PACT an Medi-Cal programs.

D. For Family PACT, (formerly known as, State-Only Family Planning (SOFP), services and reimbursement, Contractor shall adhere to the Program Standards outlined in Exhibit E, attached hereto. The Program Standards set forth the scope, type and quality of family planning services and the terms and conditions under which the services will be reimbursed. Adherence to the Standards is a requirement for all providers signing the Application and Agreement to participate in the Family PACT program. Standards cover the following elements of service: Informed Consent, Confidentiality, Availability of Contraceptive Options,

Linguistic and Cultural Competence, Access to Care, Clinical and Preventive Services, and Education and Counseling Services.

7. FEDERAL TITLE X SUBSIDY ALLOCATION:

A. Contractor will assure and acknowledge that Federal Title X funds received will be used to cover costs of services provided to non-Family PACT-eligible clients, and for such other purposes as directed by County and/or CFHC in accordance with Title X requirements.

B. Federal Title X Subsidy allocation income received by Contactor is committed to the family planning program. Unexpended Federal Title X family planning funds at the end of each calendar year must be returned to County.

8. INTENTIONALLY BLANK:

9. ADMINISTRATION: County's Director of Health Services, or his designee, (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County.

10. AUTHORIZATION TO USE COUNTY SPACE: In partial consideration for family planning services provided by Contractor hereunder, County shall provide space and facilities for Contractor's use, as specified in Exhibit A attached hereto and incorporated herein by reference.

11. 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:

Exhibits A, B, B-1, B-2, C, C-1, C-2, D, E, F, and G.

12. 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.

13. INDEMNIFICATION AND INSURANCE:

13.1 County Indemnification:

A. County shall defend, indemnify, and save harmless Contractor, its officers, employees, agents, fellows, to the extent that they are either employees of Contractor or approved subcontractors (for purpose of this Paragraph hereafter collectively referred to as "Protected Entity") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract

services hereunder. For the purpose of this Agreement, a "medical incident" shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County Registered Patients by a Protected Entity, at Contractor's facility or at a County facility where Contractor provides services, in the performance of the Protected Entity's professional obligations under this Agreement.

B. County's defense and indemnification of Protected Entity hereunder shall only apply to payments of settlements, judgments, and awards to third parties. County's defense and indemnification of Protected Entity hereunder shall further only arise if Protected Entity's liability is to a County Registered Patient or the patient's representative, and the patient, at the time of the medical incident, was receiving care from Protected Entity in the discharge of its obligations under the terms and conditions of this Agreement.

C. Protected Entity shall give prompt telephonic notice (within twenty-four (24) hours) to the County Program Office Risk Manager of any incident, receipt of notice of intent to sue, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense,

settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to the County's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form, and shall assure that each Protected Entity receives a copy.

D. County reserves the right to investigate any incident, notice of intent to sue, action, or claim. In such event, Protected Entity shall allow County representatives access to the medical records and reports pertaining to the services provided to any County Registered Patient involved in such incident, notice of intent to sue, action, or claim. Protected Entity shall also allow County representative's access to its employees and agents, if any, who provided services to the County Registered Patients involved in such incident, notice of intent to sue, action, or claim.

County reserves the right to determine the final disposition of any action or claim. In the event that the Protected Entity does not agree with the County or its agents in any defense, settlement, or other

disposition of such action or claim, Protected Entity may retain counsel, at Protected Entity's sole expense, to pursue defense, settlement, or other disposition of such action or claim independently. In the event that Protected Entity chooses to retain counsel at its own expense to pursue defense, settlement, or other disposition of such action or claim independently, County's defense and/or indemnification obligation with respect to such action or claim shall be discharged and immediately terminate. County shall not have any obligation to further defend and/or indemnify Protected Entity, which as a result of choosing to retain independent counsel and pursing defense, settlement, or other disposition of such action or claim independently, shall no longer be working in good faith with the County.

E. County shall have no defense and/or indemnification responsibility or liability for any incident, notice of intent to sue, action, or claim against Protected Entity where Protected Entity failed to provide County with prompt telephonic and written notice of such incident, notice of intent to sue, action, or claim, as specified in Subparagraph 12.1 above, or if Contractor has failed to fully and

reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no defense and indemnification responsibility or liability for any incident, action, or claim against Protected Entity by patients or their legal representatives, other than County Registered Patients who are receiving or received services pursuant to this Agreement. In addition, the obligation of the County to defend and/or indemnify shall not extend to or cover any allegation or complaint of Protected Entity's willful or criminal misconduct, including but not limited to sexual harassment, sexual assault, and/or sexual misconduct of any kind, nor shall the obligation to defend and/or indemnify extend to or cover any allegation or complaint pertaining to Protected Entity's employment or agency related matters. The obligation of the County to defend and/or indemnify shall not extend to or cover any person, real and/or corporate, except those specifically identified in Paragraph 13.1 (County Indemnification). County specifically disclaims any and all obligation to defend and/or indemnify any persons, real or corporate, who are not specifically

identified in Paragraph 13.1. The obligation of the County to defend and/or indemnify shall not extend to or cover any award of any punitive damages

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Protected Entity.

13.2 Contractor Indemnification:

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, agents and public/private partners (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from, connected with, or related to Contractor's, Subcontractors', or Contractor's or Subcontractors' agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 (Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not

be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any change or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2.1 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.

13.2.2 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, Attention: Division Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) 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.

(d) 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.

(e) 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.

13.2.3 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.

13.2.4 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.

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

(a) 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.

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

(c) 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.

(d) 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.

13.2.6. 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.

13.2.7 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:

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

(b) 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.

13.3. Insurance Coverage Requirements:

13.3.1 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

13.3.2 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".

13.3.3 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 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

13.3.4 Professional Liability: 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.

14. CONTRACTOR'S OFFICES: Contractor's business offices are located at 1124 West Carson Street, Building N14, Room 6, Torrance, California 90502. Contractor's primary business telephone number is (310) 222-3601 and facsimile/FAX number is (310) 222-3603. Contractor shall notify in writing County's Department of Health Services Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) days prior to the effective date thereof.

15. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the

necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

16. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audio-visual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during the term of this Agreement. Additionally, County State and federal governments may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights: Subject only to the provisions of Subparagraph C below, the federal Government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State, County federal Government purposes and to have or permit others to do so. Provided, however, that such license shall be only to the extent that the Contractor now has or

prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

17. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (Jul 1 - June 30) unless and until County's Board of Supervisors appropriate 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 on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

18. PUBLIC OFFICIALS: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

19. PHYSICAL EXAMINATION: Contractor shall have on file evidence of a recent examination by a licensed medical provider of each of its employees who are to perform work hereunder involving patient contact which indicates that the employee does not suffer from contagious diseases, has immunity against common

communicable diseases (specifically Rubella), and that the employee is physically fit to perform services under this Agreement.

20. GENERAL TERMS AND CONDITIONS: Contractor agrees to accept additional conditions imposed governing the performance of family planning programs as may be required by law, by Executive Order, by regulation, or by any other policy announced by the United States, Department of Health and Human Services and the State of California, Department of Health Services. County will advise Contractor of such conditions which apply from time to time. Contractor agrees to comply with "Medical Practices and Procedures: Protocol for Medical Services Manual", as it presently exists and as it may from time to time be amended. County may grant waivers as to the requirements upon receipt and approval of a waiver request from Contractor. The specific requirements of the "Medical Practices and Procedures: Protocol for Medical Services Manual" are of great importance in the conduct of programs under this Agreement. Contractor shall comply with all applicable laws, ordinances, rules and regulations of Federal, State and local governments as they apply to this Agreement. The particular funding sources under which this Agreement is funded and which are referred to in this Agreement are as follows:

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES

STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES

21. ASSIGNMENT OF CLAIMS: Contractor is specifically prohibited from assigning, transferring, pledging or otherwise encumbering its duties or obligations under this Agreement with County except as otherwise provided herein. Assignment of funds due thereunder as security or collateral for loans or for any other purpose are governed by the United States Assignment of Claims Act of 1940 and the implementing regulations, rules and directives, all of which are applicable to Contractor and must be strictly complied with. Requirements for assignment of funds due under reimbursement type contracts are set forth in 41 Code of Federal Regulations, Section 1-30.700 et. Seq., and additional restrictions on contracts providing for advances are set forth in Section 1-30.708.

In the event Contractor has already or contemplates assigning, pledging or otherwise encumbering any portion of its rights to receive funds under this Agreement with County, including factoring agreements of other financial arrangements, the lender, factor or assignee must be fully advised in writing of the terms and conditions of this Agreement with County and the applicability of the above mentioned statutory requirements. County must also be fully advised in writing of the details of any contemplated actions hereunder sufficiently in advance for comprehensive compliance examination of Contractor's intended

actions. County and its funding sources shall have no obligations or liability whatsoever to the assignee under any such assignments.

22. PROGRAM MONITORING AND REVIEW: Quality Assurance audits will be conducted by the State, DHS, and CFHC. Additionally, during the term of the Agreement, DHS will conduct on-site monitoring visits to Contractor's facility to determine administrative, financial, and programmatic compliance. Contractor agrees to extend to Director, to authorized State or Federal representatives, and to CFHC representatives, the right to review and monitor Contractor's program and procedures at any reasonable time agreed upon by Contractor and County.

Contractor will meet all JCAHO Title 22 and other relevant federal and State standards applicable to ambulatory care facilities.

23. DATA REPORTING, STORAGE, AND RETRIEVAL: All CFHC data reporting requirements will be completed and copies submitted to DHS Family Planning Program Office in a format acceptable to DHS.

All clients will be registered as County patients through a compatible electronic data system. Contractor will comply with guidelines, policies, and procedures established by facility, County, State, or Federal agencies for medical records documentation and management.

24. PROVISIONS REGARDING ABORTIONS: Contractor agrees that

no funds received pursuant to this contract shall be used to perform abortions, which is herein meant to be "surgical abortion or termination", or to supplant any funds used to perform abortions.

Contractor presents and agrees that it is not, and that during the term of this Agreement, will not be, a group clinic, or organization which advertises, advocates, or promotes abortion as a method of family planning, or which receives any fee or any other consideration as payment for referrals for abortion services and agrees that none of the funds received under this Agreement shall be used in programs where abortion is a method of family planning.

Contractor agrees to the termination of this Agreement and further agrees to return to County all unexpended funds that have been received from County pursuant to this contract if County finds that the Contractor has violated the abortion provision of this contract Agreement.

25. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibits A, B, B-1, B-2, C, C-1, C-2, D, E, F, and G, attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or

inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

Exhibits A, B, B-1, B-2, C, C-1, C-2, D, E, F, and G.

26. 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. County's Director of Health Services 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 given then (10) days prior written notice thereof to the parties.

To County:	1	Department of Health Services Administration 313 N. Figueroa Street, Room 930 Los Angeles, California 90012
Attention:		Director of Health Services Administration
To County:	2	Department of Health Services Contracts and Grants Division 313 N. Figueroa Street 6th Floor East

		Los Angeles, California 90012
Attention:		Chief
To County:	3	Department of Health Services Office of Ambulatory Care 5555 Ferguson Drive, Suite 210-01 Commerce, California 90022
Attention:		Director
To Contractor:	4	Los Angeles BioMedical Research Institute 1124 West Carson Street, Bldg, N14, Room 6, Suite 650 Torrance, California 90502
Attention:		Executive Director

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 _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

LOS ANGELES BIO-MEDICAL RESEARCH INSTITUTE (LABioMed)
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

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

By _____
Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By _____
Cara O' Neill, Chief
Contracts and Grants Division

AGRCD4419 ABV

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

ADDITIONAL PROVISIONS
PUBLIC/PRIVATE PARTNERSHIP PROGRAMS

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ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

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 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 County, Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(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.

(4) 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.

(5) 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 County, 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 COUNTY 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 the Americans with Disabilities Act.

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 County's Director (hereafter collectively "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 nondiscrimination in services policy and 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. CONSIDERATION OF GAIN/GROW 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 the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8. CLIENT/PATIENT ELIGIBILITY: If clients/patients are

treated hereunder, client/patient eligibility for County's services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

9. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

10. PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include 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.

(1) Payment for all services provided hereunder shall be limited to the aggregate maximum monthly payment set out in the in the schedule for the corresponding exhibit.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted. To the extent that there have been lesser payments for services, the resultant savings may be used to pay for future monthly billings for services in excess of the maximum monthly payment.

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 and 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.

11. 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 identifies 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) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) 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.

(7) 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). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. 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 hereinabove.

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 County's Department of Health Services ("DHS") - County, Contracts Section, 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 made 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 complete and file such audit report(s) with the County's DHS no later than the earlier of ninety (90) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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.

12. SPECIAL REPORTING REQUIREMENTS:

A. Contractor shall submit to County the following required reports in compliance with the dates and conditions specified herein below.

(1) Quarterly: Statement of Revenue Expenditures Reports due on third Friday in April, July, and October, and Second Friday in January.

(2) Semi-Annual Reports: Family Planning Annual Report (FPAR); and Progress Reports; date due as specified by county.

(3) Annual Reports: Program Reviews; date due as specified by county.

(4) Every 3 Years: FPCA Performance Measures; date due as specified by County.

(5) As Specified by County: Special Reports, Surveys/Questionnaire requested by CFHC/County.

Failure to submit required or requested Reports may result in withholding payment of Title X funds under this Agreement or may be considered a breach of contract which may result in termination of this Agreement. Enforcement of contractual provisions for reporting are in accordance with CFHC Board of Directors policy dated November 22, 2002.

County may require Contractor's preparation of additional special reports upon thirty (30) days' notice to Contractor.

Insofar as they directly affect the herein described Department of Health Services' Basic Contraceptive Services or Special Projects or "Title X Family Planning Program",

County must be notified immediately of any other grants or contracts directly affecting Title X services received during the term of this Agreement. Notification must include the name of the funding source, grant, or contract, the amount of the grant, or contract, and a brief description of the services to be provided

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - one (1) original and one (1) copy of an annual cost report within forty-five (45) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within forty-five (45) calendar days after such termination date to County's DHS.

C. The primary objective of the annual cost report shall be to provide County with actual factual financial and statistical data that shall serve as a basis for management

analysis and reports.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

14. PUBLIC ANNOUNCEMENTS, 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 County Director or his/her designee 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 there from, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' 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).

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. 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.

17. 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.

18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a

written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have herein. However, in the event any such sale, transfer, exchange, assignment, divestment 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 the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegations, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written

approval, shall be a material breach of the Contract which may result in the termination of this Contract. 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.

19. SUBCONTRACTING:

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

E. A fully signed and executed copy of such subcontract shall be provided by Contractor and delivered to County's Sexually Transmitted Disease Program Office, 2615 South Grand Avenue, room 500, Los Angeles, California 90007, within thirty (30) calendar days after the effective date of subcontract

20. 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.

21. 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 Department of Health Services (DHS) at any time during the term of this Agreement

22. 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 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.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS:

Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this

Agreement.

During such period, as well as during the term of this Agreement, Director or, the State of California Commissioner of Corporations or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor

Contractor shall maintain such books and records and provide such information to the Director, and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. 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.

25. PURCHASES OF FURNITURE, EQUIPMENT, AND SUPPLIES:

A. Purchase Practices: Contractor and Director shall ensure that all furniture, fixtures, equipment, materials, and supplies required for the performance of services hereunder are obtained in the most efficient and cost effective manner and in compliance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

Prior to the inception of Agreement, Director shall apprise Contractor in writing whether State or federal law or County ordinances, rules, or policies require that the purchase of furniture, equipment, materials, or supplies hereunder be performed by County's Purchasing Agent. If furniture, equipment, materials, or supplies must be acquired through County's Purchasing Agent, Director shall apprise contractor in writing as to County's equipment procurement procedures.

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 judgment 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 (90) calendar days 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 County, Contracts and grants Section, 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.

26. 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.

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. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. 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 County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: 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.

30. 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 the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference

31. 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 at least sixty (60) calendar days 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 Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

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

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

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.

32. 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 judgment 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 judgment 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 (2) 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 hereinabove, 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, 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.

33. 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) calendar 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:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, 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, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services

hereunder.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were 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 making of any determinations with respect to the 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 in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or person performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. 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) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. 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.

38. 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.

39. 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.

40. SEVERABILITY: If any provision 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.

41. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. JURISDICTION AND VENUE:

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) 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 deemed to be in the courts of the State of California located in Los Angeles County, California.

43. 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 DHS 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

44. NON-EXCLUSIVITY: 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.

45. 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.

46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE ROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract 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 in 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 Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

47. 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 Paragraph 46, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE ROGRAM" shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

48. 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.

49. 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.

50. 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 notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

51. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor shall agree to accept referrals from the County's Human Resources staff of qualified County employees for consideration for employment, as vacancies occur in Contractor's staff, beginning with Board approval of contract and throughout the contract term.

52. CONTRACTOR 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 a 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.

53. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the porpoise of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. 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, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with County.

C. County may debar Contractor if County's 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, or a non-profit corporation created by 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 public entity, or a non-profit corporation created by County, 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. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor/and or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's 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. Contractor and the Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's

Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material evidence discovered after the debarment was imposed, or (4) any other reason that is in the best interest of County.

H. County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the

hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors.

55. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director,

that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

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

57. CONTRACTOR'S COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract 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.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service 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 the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees

received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service 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. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program. Attached hereto, as an Exhibit, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

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

58. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no

claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. 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.

59. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractors providing services under this Agreement to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in an Exhibit of this contract and is also available on the Internet at www.babysafela.org. for printing purposes.

60. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFEELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is County policy to encourage all County Contractors to

voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used

61. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any

principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

EXHIBIT A

Los Angeles Biomedical Research Institute at Harbor

FAMILY PLANNING PROGRAM

TERMS AND CONDITIONS OF UTILIZATION OF COUNTY SPACE

EXHIBIT A

Los Angeles Biomedical Research Institute at Harbor

FAMILY PLANNING PROGRAM

TERMS AND CONDITIONS OF UTILIZATION OF COUNTY SPACE

1. Premises Subject to this Agreement: Contractor is hereby granted permission to utilize, in accordance with the following terms and conditions, the following County facilities:

Los Angeles County/Harbor-UCLA Medical Center Bldg. N-28 -- approximately 3,406 sq. ft. of space.

2. Purpose and Scope of Utilization

Contractor may utilize the premises designated hereinabove for the purpose of providing family planning services as described in this Agreement. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor of any estate or interest in real property.

3. Space Allocation: County shall not bill Contractor for the value of space or for the value of necessary utilities including gas, electrical, general repairs and general security and housekeeping.

4. Operational Space Responsibilities: Contractor shall:

a. Keep the area occupied in a clean and sanitary manner.

b. Conduct the authorized activities in a courteous and non-profane manner; and remove any agent, servant, or employee who fails to conduct the authorized activities on the premises in the manner heretofore described.

c. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to Contractor that are installed or placed within the area occupied. County shall provide security for the premises when not occupied by Contractor in a similar manner that is provided for other County facilities.

d. Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises.

e. Upon termination of this Agreement, and upon the written request of the Director of Internal Services Department, restore the area occupied to the condition that existed prior to the

commencement of the activities authorized by this Agreement, other than for ordinary wear and tear and damage or destruction from forces beyond the control of Contractor.

f. Permit the Director and the Director of County's Internal Services Department or their authorized representative(s) or both, to enter the area mindful of the Contractor's need to protect patient privacy and confidentiality, occupied at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Agreement or for any purpose incidental to the performance of the duties required of the Director of County's Internal Services Department by the Los Angeles County Code.

g. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the authorized activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director of Internal Services Department, or his authorized representative.

5. Alterations and Improvements to Facilities

Contractor shall make no alterations or improvements to the premises furnished for the conduct of authorized activities hereunder, other than for the installation and placement therein of fixtures and personal property required for the conduct of said activities, without the prior written consent of both the Director and the Director of County's Internal Services Department or their authorized designee who may authorize such alterations or improvements to a maximum of Ten Thousand Dollars ($10,000) in any calendar year. In the event that any alteration/repair of the County premises is proposed wherein the estimated cost of such alternation/repair, including labor and material, exceeds $10,000 then the alteration/repair may be subject to the competitive bidding requirements of State law.

All personal property furnished by the Contractor, installed or placed on the premises shall be removed by the Contractor no later than thirty days after termination of this Agreement. In the event of the failure to do so, title thereto shall vest in County. All alterations, additions, or betterments to the premises furnished by Contractor or County shall

remain the property of County upon the termination of this Agreement.

6. Taxes: Contractor shall be liable for any and all taxes which may be levied or assessed upon the personal property and fixtures belonging to Contractor, and located on the described area, as well as any possessory interest tax applicable to the area as a result of Contractor's occupancy.

7. Right of Entry: The site at all times shall be open to the inspection of proper governmental authorities duly authorized by Director or Director of Internal Services Department.

8. Authority to Halt Activities: In the event that and authorized representative of County finds that the activities being conducted on County's property are not those specified in Paragraph 2 of this Exhibit or finds that Contractor's activities unnecessarily endanger the health or safety of persons on or near said property, or endanger said property, said representative may require that the above described property be closed until said endangering activities cease.

9. Acknowledgment of Ineligibility For Relocation

Assistance:

Contractor expressly acknowledges that Contractor will be in possession of the premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Government Code Sections 7260, and hereby acknowledges it ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

10. Surrender of Premises

Following termination of this Agreement, Contractor shall vacate the County-owned property provided Contractor for the provision of services described hereunder within sixty calendar days. Contractor shall within such period remove from said County-owned property all furniture, equipment, and other property owned or leased by Contractor, or otherwise the responsibility of Contractor. Contractor shall peaceably vacate premises, and any and all improvements located thereon shall be delivered to County in reasonably good condition, normal wear and tear expected. In no event shall Contractor

have any right to remain on said premises following seven days, not counting Saturdays or Sundays, after the expiration or cancellation date of this Agreement.

EXHIBIT B

Statement of Work (SOW)
1/1/2008 to 12/31/2008

Agency Name: L.A. County Department of Health Services
Agency Number: 1316

1. Administrative Goal: Strengthen the overall quality of the family planning program and its ability to meet the needs of the community.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1	Implement or maintain a review process of all agency functions, in order to ensure high quality family planning services and compliance with all Title X Guidelines by December 31, 2008, as evidenced by completion of activities 1A through 1I.	1.A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance. *FPCA Performance Measure*	1.A FPPCoord(OAC); COO/PMgr(Coastal); PD(JWCH); COO/PMgr SFV; Director of Clinical Programs (DCS,LABIOMED); Program Liaison/Asst Dir of HDHS(AV)	1.A	Policies and procedures maintained and reviewed at site evaluations.
		1.B	Review family planning program policies and procedures on an annual basis.	1.B FPPCoord(OAC); PD(JWCH); MedDir(Coastal; (DCS,LABIOMED); COO/PMgr SFV; PL/Med Liaison(AV);	1.B	Meeting minutes maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been addressed. In the absence of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
		1.C	Obtain annual systematic client feedback through patient satisfaction surveys inclusive of all sites. *FPCA Performance Measure*	1.C FPPCoord(OAC); PD(JWCH); CQI coordinator/FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV; COO/PMgr SFV;	1.C	Client satisfaction surveys conducted, summarized, acted upon and reviewed at site evaluations. Results of the survey and the survey instrument to be collected and forwarded to CFHC evaluation staff to compare survey content with Title X Program goals and objectives.
		1.D	Maintain and update a community needs assessment on a periodic basis (at least once every 5 years) to define agency's role in the community.	1.D FPPCoord(OAC); PD(JWCH); COO/FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Community Needs Assessment maintained and reviewed at site evaluations.
		1.E	Review and approve new educational materials developed and/or made available by the agency on an annual basis.	1.E FPPCoord(OAC); PD(JWCH); FPC Coastal; Outreach Coordinator (OC) (DCS,	1.E	Meeting minutes and materials review maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in

Statement of Work (SOW)
1/1/2008 to 12/31/2008

		LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;		meeting minutes have been addressed. In the absences of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
1.F	Maintain and update current clinical and client education protocols which include but are not limited to: reproductive health care and appropriate primary care; disability; domestic violence; emergency care; pregnancy counseling and testing; birth control methods; and STI/HIV.	1.F FPPCoord(OAC); PD(JWCH); COO/ FPC Coastal; (DCS,LABIOMED); Program Mgr (AV); COO/PMgr SFV;	1.F	Protocols maintained and reviewed at site evaluations. Substantive findings from review to be summarized in final site evaluation report and technical assistance or corrective action plan developed if required. Issue to be revisited with agencies within appropriate timeframe.
1.G	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance abuse including smoking. *FPCA Performance Measure*	1.G FPPCoord(OAC); Med. Dir.(JWCH); CQI director, lead WHPhysician: Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV	1.G	Protocols and referral policies/lists maintained and reviewed and chart audits performed during site evaluations. Referral needs identified in chart audits should be cross-checked with agency tracking systems for significant medical findings (e.g. breast mass, significantly elevated blood pressure, STDs). Substantive findings from review to be summarized in site evaluation report. Technical assistance to be provided if needed. Issue to be revisited with agencies within appropriate timeframe.
1.H	Conduct chart / log review of FPCA Performance Measures at all Title X sites, per instructions on the CFHC website[1] and submit a report to CFHC by July 25, 2010.	1.H FPPCoord(OAC); Administrator(JWCH); Medical Director, QI coordinator-Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.H	Procedures maintained and reviewed and chart audit performed at site evaluations.
1.I	Maintain a Continuous Quality Improvement System that will, through medical records review at each site and inclusive of all providers, determine if all essential elements of documentation of reproductive health care medical and education and counseling services are being completed.	1.I FPPCoord(OAC); Administrator, Med. Dir. (JWCH); Medical Director, QIC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SF	1.I	Activities of the CQI medical team maintained and reviewed at site evaluations.

EXHIBIT B

Statement of Work (SOW)
1/1/2008 to 12/31/2008

2. Clinical Goal: Provide comprehensive clinical reproductive health services to Title X clients of reproductive age to plan and space their pregnancies.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide family planning education and medical services to eligible individuals per the Federal Poverty Guidelines, by December 31, 2008, as evidenced by completion of activities 1A through 1E.	1.A	Document and report the poverty status of 23455 family planning clients.	1.A FPPCoord(OAC); PD(JWCH); Finance manager Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. A	As documented in Semi-Annual Progress Report (SPR) and verified with sample data at site evaluations via chart audits.
		1.B	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral, to approximately 21109 female clients.	1.B FPPCoord(OAC); PD, COW, NP, CHW(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.C	Provide family planning education and medical services to approximately 2346 male clients.	1.C FPPCoord(OAC); CHW, NP(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.D	Provide a chlamydia test to at least 80% of women under the age of 25 within a 12 month period. *FPCA Performance Measure*	1.D FPPCoord(OAC); Med. Dir., NP(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. D	As documented in Semi-Annual Progress Report (SPR).
		1.E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation. *FPCA Performance Measure*	1.E FPPCoord(OAC); Med. Dir.(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.E	CQI activities maintained and reviewed and chart audits performed during site evaluations.

Statement of Work (SOW)
1/1/2008 to 12/31/2008

2.	Provide family planning education and medical services to high-risk, hard-to-reach populations, including those reached through community partnerships, by December 31, 2008, as evidenced by completion of activity 2A.	2.A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations. A minimum of four of the following categories must be indicated: Homeless Individuals 100 Substance-Using / Abusing Individuals 200 Individuals with Disabilities 25 Individuals with Limited English Proficiency (LEP) 10025 Migrant Workers 0 Males 2584 Adolescents (17 & under) 100 **TOTAL Clients Served** 13034 Note: Clients may be counted in more than one category. The number of projected male clients will be automatically copied from Clinical Goal 1C. When the Semi-Annual Progress Report is submitted, the number of LEP clients will be automatically copied from Table 6 to Table 16. The number of male clients and adolescent clients will be automatically copied from Table 1 to Table 16.	2.A FPPCoord(OAC); PD(JWCH); Med Director/COO FP Coordinator Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	2.A	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluation

EXHIBIT B

Statement of Work (SOW)
1/1/2008 to 12/31/2008

3. Adolescent Services Goal: Provide comprehensive clinical and counseling services to adolescents.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide adolescent-specific counseling to all adolescent clients seeking family planning services by December 31, 2008, as evidenced by completion of activities 1A through 1D.	1.A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.	1.A FPPCoord(OAC); Coord,PD(JWCH); Lead Physician/QI Coord,FPC 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.B	Maintain / update and abide by protocols that ensure the provision of counseling to minors on how to resist coercive attempts to engage in sexual activity.	1.B FPPCoord(OAC); NP, PD(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.C	Provide counseling/education regarding family involvement to all adolescents under 18 years of age seeking reproductive health services whose family is not already aware that they are seeking reproductive services. *FPCA Performance Measure*	1.C FPPCoord(OAC); Coordinators, PD(JWCH); Lead Physician,QIC,FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.D	Maintain and abide by protocols for reporting child abuse as required by state law.	1.D FPPCoord(OAC); Med. Dir., NPs(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.

EXHIBIT B

Statement of Work (SOW)
1/1/2008 to 12/31/2008

4. Community Education and Outreach Goal: Increase the community's knowledge of and access to family planning services offered by the Agency.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Conduct marketing, community outreach and education to potential Title X eligible clients by December 31, 2008, as evidenced by completion of activities 1A through 1C.	1.A	Maintain and update as necessary a Community Education and Outreach Plan to increase community knowledge of reproductive health and family planning services and of their availability to the community. (Exhibit B)	1.A FPPCoord(OAC); PD(JWCH); COO,FPCCoastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Community Education and Outreach Partnering Plan maintained, updated, and reviewed at site evaluations. Cross checks with data available from client satisfaction survey questions related to how patient heard / learned about clinic.
		1.B	Provide education and outreach to approximately 3072 individuals as a result of the Community Education and Outreach Plan (Exhibit B).	1.B FPPCoord(OAC); PD(JWCH); COO,FP coordinator: Coastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts.
		1.C	Mass marketing efforts will reach approximately 393 individuals through events and activities such as health fairs, street outreach, concerts and community events.	1.C FPPCoord(OAC); PD(JWCH); COO, FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation on the number of events and individuals reached through mass marketing events maintained and reviewed at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts. Note: May be included in client satisfaction

Statement of Work (SOW)
1/1/2008 to 12/31/2008

5- Financial Management Goal: Improve and maintain the Agency's financial systems to ensure contract compliance.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Agency will maintain a family planning program in financial compliance with the contract requirements and Title X Guidelines, as evidenced by completion of activities 1A through 1D.	1.A	Develop a line item budget for the period January 1, 2010 to December 31, 2010 and submit modifications as necessary during designated periods.	1.A FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Line item budget and necessary modifications submitted.
		1.B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR): - Budgetary control procedures - Accounting systems and reports - Purchasing/inventory control/property management - Charges, billing and collection procedures	1.B FPPCoord(OAC); FD(JWCH); Finance manager:Coastal; Accounting Dept, LABioMed (2908); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.B	Financial management systems maintained in compliance and reviewed at site evaluations.
		1.C	Develop and properly implement a sliding fee scale to reflect the current federal poverty guidelines.	1.C FPP Coord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.C	Sliding fee scale developed, implemented and reviewed at site evaluations.
		1.D	Complete all financial reporting requirements as detailed by the contract.	1.D FPP Coord(OAC); FD(JWCH); Finance Manager: Coastal; Grants & Contracts, Accounting(LABIOMD); Finance Mgmt;Finance Analyst AV; COO/PMgr SFV;	1.D	All financial reports submitted on time as required

Statement of Work (SOW)
1/1/2009 to 12/31/2009

Agency Name: L.A. County Department of Health Services
Agency Number: 1316

1. Administrative Goal: Strengthen the overall quality of the family planning program and its ability to meet the needs of the community.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1	Implement or maintain a review process of all agency functions, in order to ensure high quality family planning services and compliance with all Title X Guidelines by December 31, 2009, as evidenced by completion of activities 1A through 1I.	1.A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance. *FPCA Performance Measure*	1.A FPPCoord(OAC); COO/PMgr(Coastal); PD(JWCH); COO/PMgr SFV; Director of Clinical Programs (DCS,LABIOMED); Program Liaison/Asst Dir of HDHS(AV)	1.A	Policies and procedures maintained and reviewed at site evaluations.
		1.B	Review family planning program policies and procedures on an annual basis.	1.B FPPCoord(OAC); PD(JWCH); MedDir(Coastal; (DCS,LABIOMED); COO/PMgr SFV; PL/Med Liaison(AV);	1.B	Meeting minutes maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been addressed. In the absence of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
		1.C	Obtain annual systematic client feedback through patient satisfaction surveys inclusive of all sites. *FPCA Performance Measure*	1.C FPPCoord(OAC); PD(JWCH); CQI coordinator/FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV; COO/PMgr SFV;	1.C	Client satisfaction surveys conducted, summarized, acted upon and reviewed at site evaluations. Results of the survey and the survey instrument to be collected and forwarded to CFHC evaluation staff to compare survey content with Title X Program goals and objectives.
		1.D	Maintain and update a community needs assessment on a periodic basis (at least once every 5 years) to define agency's role in the community.	1.D FPPCoord(OAC); PD(JWCH); COO/FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Community Needs Assessment maintained and reviewed at site evaluations.
		1.E	Review and approve new educational materials developed and/or made available by the agency on an annual basis.	1.E FPPCoord(OAC); PD(JWCH); FPC Coastal; Outreach Coordinator (OC) (DCS, LABIOMED); Program	1.E	Meeting minutes and materials review maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been

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		Liaison/Medical Liaison(AV); COO/PMgr SFV;		addressed. In the absences of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
1.F	Maintain and update current clinical and client education protocols which include but are not limited to: reproductive health care and appropriate primary care; disability; domestic violence; emergency care; pregnancy counseling and testing; birth control methods; and STI/HIV.	1.F FPPCoord(OAC); PD(JWCH); COO/ FPC Coastal; (DCS,LABIOMED); Program Mgr (AV); COO/PMgr SFV;	1.F	Protocols maintained and reviewed at site evaluations. Substantive findings from review to be summarized in final site evaluation report and technical assistance or corrective action plan developed if required. Issue to be revisited with agencies within appropriate timeframe.
1.G	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance abuse including smoking. *FPCA Performance Measure*	1.G FPPCoord(OAC); Med. Dir.(JWCH); CQI director, lead WHPhysician: Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV	1.G	Protocols and referral policies/lists maintained and reviewed and chart audits performed during site evaluations. Referral needs identified in chart audits should be cross-checked with agency tracking systems for significant medical findings (e.g. breast mass, significantly elevated blood pressure, STDs). Substantive findings from review to be summarized in site evaluation report. Technical assistance to be provided if needed. Issue to be revisited with agencies within appropriate timeframe.
1.H	Conduct chart / log review of FPCA Performance Measures at all Title X sites, per instructions on the CFHC website[1] and submit a report to CFHC by July 25, 2009.	1.H FPPCoord(OAC); Administrator(JWCH); Medical Director, QI coordinator-Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.H	Procedures maintained and reviewed and chart audit performed at site evaluations.
1.I	Maintain a Continuous Quality Improvement System that will, through medical records review at each site and inclusive of all providers, determine if all essential elements of documentation of reproductive health care medical and education and counseling services are being completed.	1.I FPPCoord(OAC); Administrator, Med. Dir. (JWCH); Medical Director, QIC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SF	1.I	Activities of the CQI medical team maintained and reviewed at site evaluations.

Statement of Work (SOW)
1/1/2009 to 12/31/2009

2. Clinical Goal: Provide comprehensive clinical reproductive health services to Title X clients of reproductive age to plan and space their pregnancies.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide family planning education and medical services to eligible individuals per the Federal Poverty Guidelines, by December 31, 2009, as evidenced by completion of activities 1A through 1E.	1.A	Document and report the poverty status of 23455 family planning clients.	1.A FPPCoord(OAC); PD(JWCH); Finance manager Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. A	As documented in Semi-Annual Progress Report (SPR) and verified with sample data at site evaluations via chart audits.
		1.B	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral, to approximately 21109 female clients.	1.B FPPCoord(OAC); PD, COW, NP, CHW(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.C	Provide family planning education and medical services to approximately 2346 male clients.	1.C FPPCoord(OAC); CHW, NP(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.D	Provide a chlamydia test to at least 80% of women under the age of 25 within a 12 month period. *FPCA Performance Measure*	1.D FPPCoord(OAC); Med. Dir., NP(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. D	As documented in Semi-Annual Progress Report (SPR).
		1.E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation. *FPCA Performance Measure*	1.E FPPCoord(OAC); Med. Dir.(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.E	CQI activities maintained and reviewed and chart audits performed during site evaluations.

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2.	Provide family planning education and medical services to high-risk, hard-to-reach populations, including those reached through community partnerships, by December 31, 2009, as evidenced by completion of activity 2A.	2.A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations. A minimum of four of the following categories must be indicated: Homeless Individuals 100 Substance-Using / Abusing Individuals 200 Individuals with Disabilities 25 Individuals with Limited English Proficiency (LEP) 10025 Migrant Workers 0 Males 2584 Adolescents (17 & under) 100 **TOTAL Clients Served** 13034 Note: Clients may be counted in more than one category. The number of projected male clients will be automatically copied from Clinical Goal 1C. When the Semi-Annual Progress Report is submitted, the number of LEP clients will be automatically copied from Table 6 to Table 16. The number of male clients and adolescent clients will be automatically copied from Table 1 to Table 16.	2.A FPPCoord(OAC); PD(JWCH); Med Director/COO FP Coordinator Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	2.A	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluation

Statement of Work (SOW)
1/1/2009 to 12/31/2009

3. Adolescent Services Goal: Provide comprehensive clinical and counseling services to adolescents.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide adolescent-specific counseling to all adolescent clients seeking family planning services by December 31, 2009, as evidenced by completion of activities 1A through 1D.	1.A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.	1.A FPPCoord(OAC); Coord,PD(JWCH); Lead Physician/QI Coord,FPC 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.B	Maintain / update and abide by protocols that ensure the provision of counseling to minors on how to resist coercive attempts to engage in sexual activity.	1.B FPPCoord(OAC); NP, PD(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.C	Provide counseling/education regarding family involvement to all adolescents under 18 years of age seeking reproductive health services whose family is not already aware that they are seeking reproductive services. *FPCA Performance Measure*	1.C FPPCoord(OAC); Coordinators, PD(JWCH); Lead Physician,QIC,FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.D	Maintain and abide by protocols for reporting child abuse as required by state law.	1.D FPPCoord(OAC); Med. Dir., NPs(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.

Statement of Work (SOW)
1/1/2009 to 12/31/2009

4. Community Education and Outreach Goal: Increase the community's knowledge of and access to family planning services offered by the Agency.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Conduct marketing, community outreach and education to potential Title X eligible clients by December 31, 2009, as evidenced by completion of activities 1A through 1C.	1.A	Maintain and update as necessary a Community Education and Outreach Plan to increase community knowledge of reproductive health and family planning services and of their availability to the community. (Exhibit B)	1.A FPPCoord(OAC); PD(JWCH); COO,FPCCoastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Community Education and Outreach Partnering Plan maintained, updated, and reviewed at site evaluations. Cross checks with data available from client satisfaction survey questions related to how patient heard / learned about clinic.
		1.B	Provide education and outreach to approximately 3072 individuals as a result of the Community Education and Outreach Plan (Exhibit B).	1.B FPPCoord(OAC); PD(JWCH); COO,FP coordinator: Coastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts.
		1.C	Mass marketing efforts will reach approximately 393 individuals through events and activities such as health fairs, street outreach, concerts and community events.	1.C FPPCoord(OAC); PD(JWCH); COO, FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation on the number of events and individuals reached through mass marketing events maintained and reviewed at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts. Note: May be included in client satisfaction

Statement of Work (SOW)
1/1/2009 to 12/31/2009

5- Financial Management Goal: Improve and maintain the Agency's financial systems to ensure contract compliance.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Agency will maintain a family planning program in financial compliance with the contract requirements and Title X Guidelines, as evidenced by completion of activities 1A through 1D.	1.A	Develop a line item budget for the period January 1, 2010 to December 31, 2010 and submit modifications as necessary during designated periods.	1.A FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Line item budget and necessary modifications submitted.
		1.B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR): - Budgetary control procedures - Accounting systems and reports - Purchasing/inventory control/property management - Charges, billing and collection procedures	1.B FPPCoord(OAC); FD(JWCH); Finance manager:Coastal; Accounting Dept, LABioMed (2908); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.B	Financial management systems maintained in compliance and reviewed at site evaluations.
		1.C	Develop and properly implement a sliding fee scale to reflect the current federal poverty guidelines.	1.C FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.C	Sliding fee scale developed, implemented and reviewed at site evaluations.
		1.D	Complete all financial reporting requirements as detailed by the contract.	1.D FPPCoord(OAC); FD(JWCH); Finance Manager: Coastal; Grants & Contracts, Accounting(LABIOMD); Finance Mgmt;Finance Analyst AV; COO/PMgr SFV;	1.D	All financial reports submitted on time as required

EXHIBIT B-2

Statement of Work (SOW)
1/1/2010 to 12/31/2010

Agency Name: L.A. County Department of Health Services
Agency Number: 1316

1. Administrative Goal: Strengthen the overall quality of the family planning program and its ability to meet the needs of the community.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1	Implement or maintain a review process of all agency functions, in order to ensure high quality family planning services and compliance with all Title X Guidelines by December 31, 2010, as evidenced by completion of activities 1A through 1I.	1.A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance. *FPCA Performance Measure*	1.A FPPCoord(OAC); COO/PMgr(Coastal); PD(JWCH); COO/PMgr SFV; Director of Clinical Programs (DCS,LABIOMED); Program Liaison/Asst Dir of HDHS(AV)	1.A	Policies and procedures maintained and reviewed at site evaluations.
		1.B	Review family planning program policies and procedures on an annual basis.	1.B FPPCoord(OAC); PD(JWCH); MedDir(Coastal; (DCS,LABIOMED); COO/PMgr SFV; PL/Med Liaison(AV);	1.B	Meeting minutes maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been addressed. In the absence of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
		1.C	Obtain annual systematic client feedback through patient satisfaction surveys inclusive of all sites. *FPCA Performance Measure*	1.C FPPCoord(OAC); PD(JWCH); CQI coordinator/FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV; COO/PMgr SFV;	1.C	Client satisfaction surveys conducted, summarized, acted upon and reviewed at site evaluations. Results of the survey and the survey instrument to be collected and forwarded to CFHC evaluation staff to compare survey content with Title X Program goals and objectives.
		1.D	Maintain and update a community needs assessment on a periodic basis (at least once every 5 years) to define agency's role in the community.	1.D FPPCoord(OAC); PD(JWCH); COO/FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Community Needs Assessment maintained and reviewed at site evaluations.
		1.E	Review and approve new educational materials developed and/or made available by the agency on an annual basis.	1.E FPPCoord(OAC); PD(JWCH); FPC Coastal; Outreach Coordinator (OC) (DCS, LABIOMED); Program	1.E	Meeting minutes and materials review maintained and reviewed at site evaluations. CFHC staff to confirm that substantive issues raised in meeting minutes have been

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1/1/2010 to 12/31/2010

		Liaison/Medical Liaison(AV); COO/PMgr SFV;		addressed. In the absences of this confirmation, issues should be summarized in the site evaluation report with technical assistance or corrective action plan for substantive findings.
1.F	Maintain and update current clinical and client education protocols which include but are not limited to: reproductive health care and appropriate primary care; disability; domestic violence; emergency care; pregnancy counseling and testing; birth control methods; and STI/HIV.	1.F FPPCoord(OAC); PD(JWCH); COO/ FPC Coastal; (DCS,LABIOMED); Program Mgr (AV); COO/PMgr SFV;	1.F	Protocols maintained and reviewed at site evaluations. Substantive findings from review to be summarized in final site evaluation report and technical assistance or corrective action plan developed if required. Issue to be revisited with agencies within appropriate timeframe.
1.G	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance abuse including smoking. *FPCA Performance Measure*	1.G FPPCoord(OAC); Med. Dir.(JWCH); CQI director, lead WHPhysician: Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV	1.G	Protocols and referral policies/lists maintained and reviewed and chart audits performed during site evaluations. Referral needs identified in chart audits should be cross-checked with agency tracking systems for significant medical findings (e.g. breast mass, significantly elevated blood pressure, STDs). Substantive findings from review to be summarized in site evaluation report. Technical assistance to be provided if needed. Issue to be revisited with agencies within appropriate timeframe.
1.H	Conduct chart / log review of FPCA Performance Measures at all Title X sites, per instructions on the CFHC website[1] and submit a report to CFHC by July 25, 2010.	1.H FPPCoord(OAC); Administrator(JWCH); Medical Director, QI coordinator-Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.H	Procedures maintained and reviewed and chart audit performed at site evaluations.
1.I	Maintain a Continuous Quality Improvement System that will, through medical records review at each site and inclusive of all providers, determine if all essential elements of documentation of reproductive health care medical and education and counseling services are being completed.	1.I FPPCoord(OAC); Administrator, Med. Dir. (JWCH); Medical Director, QIC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SF	1.I	Activities of the CQI medical team maintained and reviewed at site evaluations.

Statement of Work (SOW)
1/1/2010 to 12/31/2010

2. Clinical Goal: Provide comprehensive clinical reproductive health services to Title X clients of reproductive age to plan and space their pregnancies.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide family planning education and medical services to eligible individuals per the Federal Poverty Guidelines, by December 31, 2010, as evidenced by completion of activities 1A through 1E.	1.A	Document and report the poverty status of 23455 family planning clients.	1.A FPPCoord(OAC); PD(JWCH); Finance manager Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. A	As documented in Semi-Annual Progress Report (SPR) and verified with sample data at site evaluations via chart audits.
		1.B	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral, to approximately 21109 female clients.	1.B FPPCoord(OAC); PD, COW, NP, CHW(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.C	Provide family planning education and medical services to approximately 2346 male clients.	1.C FPPCoord(OAC); CHW, NP(JWCH); FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations. Semi-Annual reports to be compared with previous year(s) data to identify significant fluctuations and discuss with agency staff.
		1.D	Provide a chlamydia test to at least 80% of women under the age of 25 within a 12 month period. *FPCA Performance Measure*	1.D FPPCoord(OAC); Med. Dir., NP(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1. D	As documented in Semi-Annual Progress Report (SPR).
		1.E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation. *FPCA Performance Measure*	1.E FPPCoord(OAC); Med. Dir.(JWCH); Lead Physician/QI coord 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.E	CQI activities maintained and reviewed and chart audits performed during site evaluations.

Statement of Work (SOW)
1/1/2010 to 12/31/2010

2.	Provide family planning education and medical services to high-risk, hard-to-reach populations, including those reached through community partnerships, by December 31, 2010, as evidenced by completion of activity 2A.	2.A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations. A minimum of four of the following categories must be indicated: Homeless Individuals 100 Substance-Using / Abusing Individuals 200 Individuals with Disabilities 25 Individuals with Limited English Proficiency (LEP) 10025 Migrant Workers 0 Males 2584 Adolescents (17 & under) 100 **TOTAL Clients Served** 13034 Note: Clients may be counted in more than one category. The number of projected male clients will be automatically copied from Clinical Goal 1C. When the Semi-Annual Progress Report is submitted, the number of LEP clients will be automatically copied from Table 6 to Table 16. The number of male clients and adolescent clients will be automatically copied from Table 1 to Table 16.	2.A FPPCoord(OAC); PD(JWCH); Med Director/COO FP Coordinator Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	2.A	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluation

Statement of Work (SOW)
1/1/2010 to 12/31/2010

3. Adolescent Services Goal: Provide comprehensive clinical and counseling services to adolescents.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Provide adolescent-specific counseling to all adolescent clients seeking family planning services by December 31, 2010, as evidenced by completion of activities 1A through 1D.	1.A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.	1.A FPPCoord(OAC); Coord,PD(JWCH); Lead Physician/QI Coord,FPC 8403,2912, 9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.B	Maintain / update and abide by protocols that ensure the provision of counseling to minors on how to resist coercive attempts to engage in sexual activity.	1.B FPPCoord(OAC); NP, PD(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.C	Provide counseling/education regarding family involvement to all adolescents under 18 years of age seeking reproductive health services whose family is not already aware that they are seeking reproductive services. *FPCA Performance Measure*	1.C FPPCoord(OAC); Coordinators, PD(JWCH); Lead Physician,QIC,FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.
		1.D	Maintain and abide by protocols for reporting child abuse as required by state law.	1.D FPPCoord(OAC); Med. Dir., NPs(JWCH); Lead Physician,QIC FPC 8403,2912,9067; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.D	Documentation of counseling maintained in charts and reviewed at site evaluations. Substantive findings from review to be summarized in site evaluation report and technical assistance plan developed if required. Issue to be revisited with agency within appropriate timeframe.

Statement of Work (SOW)
1/1/2010 to 12/31/2010

4. Community Education and Outreach Goal: Increase the community's knowledge of and access to family planning services offered by the Agency.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Conduct marketing, community outreach and education to potential Title X eligible clients by December 31, 2010, as evidenced by completion of activities 1A through 1C.	1.A	Maintain and update as necessary a Community Education and Outreach Plan to increase community knowledge of reproductive health and family planning services and of their availability to the community. (Exhibit B)	1.A FPPCoord(OAC); PD(JWCH); COO,FPCCoastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Community Education and Outreach Partnering Plan maintained, updated, and reviewed at site evaluations. Cross checks with data available from client satisfaction survey questions related to how patient heard / learned about clinic.
		1.B	Provide education and outreach to approximately 3072 individuals as a result of the Community Education and Outreach Plan (Exhibit B).	1.B FPPCoord(OAC); PD(JWCH); COO,FP coordinator: Coastal; OC (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.B	As documented in Semi-Annual Progress Report (SPR) and verified at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts.
		1.C	Mass marketing efforts will reach approximately 393 individuals through events and activities such as health fairs, street outreach, concerts and community events.	1.C FPPCoord(OAC); PD(JWCH); COO, FPC Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.C	Documentation on the number of events and individuals reached through mass marketing events maintained and reviewed at site evaluations. CFHC staff to review tracking methodologies developed by agency to measure impact of mass marketing efforts. Note: May be included in client satisfaction

Statement of Work (SOW)
1/1/2010 to 12/31/2010

5- Financial Management Goal: Improve and maintain the Agency's financial systems to ensure contract compliance.

OBJECTIVE #		ACTIVITY		JOB TITLE OF STAFF RESPONSIBLE	EVALUATION	
1.	Agency will maintain a family planning program in financial compliance with the contract requirements and Title X Guidelines, as evidenced by completion of activities 1A through 1D.	1.A	Develop a line item budget for the period January 1, 2010 to December 31, 2010 and submit modifications as necessary during designated periods.	1.A FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Program Liaison/Medical Liaison(AV); COO/PMgr SFV;	1.A	Line item budget and necessary modifications submitted.
		1.B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR): - Budgetary control procedures - Accounting systems and reports - Purchasing/inventory control/property management - Charges, billing and collection procedures	1.B FPPCoord(OAC); FD(JWCH); Finance manager:Coastal; Accounting Dept, LABioMed (2908); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.B	Financial management systems maintained in compliance and reviewed at site evaluations.
		1.C	Develop and properly implement a sliding fee scale to reflect the current federal poverty guidelines.	1.C FPPCoord(OAC); FD(JWCH); Finance Manager:Coastal; (DCS,LABIOMED); Finance Mgmt; and Finance Analyst (AV); COO/PMgr SFV;	1.C	Sliding fee scale developed, implemented and reviewed at site evaluations.
		1.D	Complete all financial reporting requirements as detailed by the contract.	1.D FPPCoord(OAC); FD(JWCH); Finance Manager: Coastal; Grants & Contracts, Accounting(LABIOMD); Finance Mgmt;Finance Analyst AV; COO/PMgr SFV;	1.D	All financial reports submitted on time as required

EXHIBIT C

1/1/2008 to 12/31/2008

TITLE X FAMILY PLANNING – SERVICE SITE INFORMATION
L.A. County Department of Health Services
Agency No. 1316

Site Name & Address	Service Area	Services Offered	Office Hours	Clinic Hours	# of Users in 2006	Projected Users in 2008	Medi-Cal Number	FPACT Number
Antelope Valley Health Center 335 B East Avenue, K-6 High Desert Health System Lancaster 93535	Lancaster, Pearblossom, Palmdale, Acton, Littlerock, Lake Los Angeles	Medical Community Education Health Education (in-house)	Monday - Friday: 8:00am-4:30pm	Monday: 8:00am-12:00-12:30-4:30pm Tuesday: 8:00am-12:00pm 2nd and 4th Friday: 8:00-12:00pm Pregnancy test: Tuesday 12:30pm - 4:30pm Wednesday 12:30am - 4:30pm Depo Injection Refill: Tuesday 12:30pm-4:30pm	2940	2405	ZZW16082F	HAP16082F
Bellflower Health Center 10005 E. Flower Avenue Bellflower 90706	Bellflower, Paramount, Compton, Lynwood, South Gate, Downey, Norwalk, Cerritos	Medical Community Education Health Education (in-house)	Monday to Friday: 8:00am-4:30pm	Monday to Friday: 8:00am-4:30pm	378	337	ZZW16016F	HAP16016F
Edward R. Roybal Comprehensive Health Center 245 S. Fetterly Street Los Angeles 90022	Alhambra, Boyle Heights, City Terrace, East Los Angeles, El Sereno, Montebello, Monterey Park	Medical Community Education Health Education (in-house)	Monday to Friday: 8:00am - 5:00pm	Monday, Thursday and second Saturday: 8:00am - 5:00pm	1226	989	ZZW41126F	HAP41126F
El Monte Comprehensive Health Center 10953 Ramona Blvd. El Monte 91731	Baldwin Park, El Monte, La Puente, Montebello, Pico Rivera, Rosemead, San Gabriel	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday, Wednesday, Friday and every other Saturday: 8:00am - 5:00pm	1829	1731	ZZW16124F	HAP16124F
Glendale Health Center 501 N. Glendale Ave Glendale 91206	Glendale, Burbank, Pasadena, Los Angeles, Eagle Rock, Hollywood, La Crescenta	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:00pm	1039	604	ZZW16076F	HAP16076F
H. Claude Hudson Comprehensive Health Center 2829 S. Grand Avenue Los Angeles 90007	Los Angeles, South Los Angeles	Medical Community Education Health Education (in-house	Monday to Saturday: 8:00am - 5:00pm	Tuesday to Saturday: 8:00am - 5:00pm	4117	3875	ZZW41124F	HAP41124F
Harbor-UCLA Research & Education Center, Women's Health Care Clinic 1000 W. Carson Street Bldg N28 Torrance 90509	Torrance, Carson, Compton, Gardena, Harbor City, Inglewood, Lomita, Los Angeles, San Pedro, Wilmington	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday: 8:00am - 7:00pm Tuesday, Wednesday, Thursday: 8:00am - 5:00pm Friday 8:00am - 2:00pm	7570	6193	ZZW40376F	HAP40376F
Hubert H. Humphrey Comprehensive Health Center 5850 S. Main Street Los Angeles 90003	Compton, Huntington Park, South Los Angeles, South Gate, Watts	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday to Wednesday, Off Thursday, Friday and every other Saturday: 8:00am - 5:00pm	2905	1649	ZZW11866F	HAP11866F

Long Beach Comprehensive Health Center 1333 Chestnut Blvd. Long Beach 90813	Long Beach, Signal Hill, Belmont Shore, Wilmington, San Pedro, Seal Beach, Lakewood.	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:30pm	791	696	ZZW16126F	HAP16126F
Los Angeles Dept. of Health Services 5555 Ferguson Dr. Suite 210-01 Commerce, 90022			8:00am to 4:30 pm					
TOTALS								23,455

EXHIBIT C-1

1/1/2009 to 12/31/2009

TITLE X FAMILY PLANNING – SERVICE SITE INFORMATION
L.A. County Department of Health Services
Agency No. 1316

Site Name & Address	Service Area	Services Offered	Office Hours	Clinic Hours	# of Users in 2006	Projected Users in 2008	Medi-Cal Number	FPACT Number
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El Monte Comprehensive Health Center 10953 Ramona Blvd. El Monte 91731	Baldwin Park, El Monte, La Puente, Montebello, Pico Rivera, Rosemead, San Gabriel	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday, Wednesday, Friday and every other Saturday: 8:00am - 5:00pm	1829	1731	ZZW16124F	HAP16124F
Glendale Health Center 501 N. Glendale Ave Glendale 91206	Glendale, Burbank, Pasadena, Los Angeles, Eagle Rock, Hollywood, La Crescenta	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:00pm	1039	604	ZZW16076F	HAP16076F
H. Claude Hudson Comprehensive Health Center 2829 S. Grand Avenue Los Angeles 90007	Los Angeles, South Los Angeles	Medical Community Education Health Education (in-house	Monday to Saturday: 8:00am - 5:00pm	Tuesday to Saturday: 8:00am - 5:00pm	4117	3875	ZZW41124F	HAP41124F
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Los Angeles Dept. of Health Services 5555 Ferguson Dr. Suite 210-01 Commerce, 90022			8:00am to 4:30 pm					
TOTALS								23,455

EXHIBIT C-2

1/1/2010 to 12/31/2010

TITLE X FAMILY PLANNING – SERVICE SITE INFORMATION
L.A. County Department of Health Services
Agency No. 1316

Site Name & Address	Service Area	Services Offered	Office Hours	Clinic Hours	# of Users in 2006	Projected Users in 2008	Medi-Cal Number	FPACT Number
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H. Claude Hudson Comprehensive Health Center 2829 S. Grand Avenue Los Angeles 90007	Los Angeles, South Los Angeles	Medical Community Education Health Education (in-house	Monday to Saturday: 8:00am - 5:00pm	Tuesday to Saturday: 8:00am - 5:00pm	4117	3875	ZZW41124F	HAP41124F
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Hubert H. Humphrey Comprehensive Health Center 5850 S. Main Street Los Angeles 90003	Compton, Huntington Park, South Los Angeles, South Gate, Watts	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 5:00pm	Monday to Wednesday, Off Thursday, Friday and every other Saturday: 8:00am - 5:00pm	2905	1649	ZZW11866F	HAP11866F

Long Beach Comprehensive Health Center 1333 Chestnut Blvd. Long Beach 90813	Long Beach, Signal Hill, Belmont Shore, Wilmington, San Pedro, Seal Beach, Lakewood.	Medical Community Education Health Education (in-house	Monday to Friday: 8:00am - 4:30pm	Monday to Friday: 8:00am - 4:30pm	791	696	ZZW16126F	HAP16126F
Los Angeles Dept. of Health Services 5555 Ferguson Dr. Suite 210-01 Commerce, 90022			8:00am to 4:30 pm					
TOTALS								23,455

EXHIBIT D

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Program Standards

This section includes information about the *Family PACT* (Planning, Access, Care and Treatment) *Standards* that are the program framework and parameters for expected provider performance, service delivery and quality improvement. The standards define the scope, type and quality of care required for the Family PACT Program, and the terms and conditions under which providers will be reimbursed. Adherence to these standards is required for clinicians enrolled as Family PACT providers. These standards are implemented through program policies and procedures.

Program Standards

The *Family PACT Standards* are included in the formal enrollment documents for all providers and associated practitioners. For provider enrollment procedures, refer to the *Provider Enrollment* section in this manual. Any provider who does not render services consistent with the standards of care may be disenrolled from the Program.

The *Family PACT Standards* are designed as minimum quality improvement requirements for providers and provider organizations, serving as the basic framework of the program. The seven standards address:

A. Informed consent
B. Confidentiality
C. Linguistic and cultural competence
D. Access to care
E. Availability of covered services
F. Clinical and preventive services
G. Education and counseling services

Standard	Description
A. Informed Consent	1. Informed consent shall include client participation in the process of eligibility determination and onsite enrollment in the Family PACT Program. a) The enrolled Family PACT provider has the responsibility for completion of the *Health Access Programs Family Pact Program Client Eligibility Certification* (CEC) form (CDPH 4461) according to program specifications. b) All practitioners shall be knowledgeable about the *Family PACT Standards* and discuss the Family PACT scope of services with clients. 2. Participation in the Family PACT Program and consent for services shall be voluntary and without coercion to enroll, to accept particular methods or procedures, or to otherwise participate in family planning services. Clients shall be informed of their freedom to withdraw consent at any time. 3. Consent is required only from the individual client receiving family planning services, including minors who have the legal right to self-consent for pregnancy-related services (*California Family Code* Section 6925, subd.[a], *Welfare and Institutions Code* (W&I Code), Section 24003, subd.[b]), except as otherwise provided by law. 4. The informed consent process shall be provided to clients verbally in a language the client understands and supplemented with written materials (refer to C.1). 5. All clients shall sign a consent form for any invasive procedures performed by the practitioner and be told of their freedom to withdraw consent at any time. 6. All clients requesting sterilization shall sign the federal sterilization *Consent Form* (PM 330). The procedure shall take place within the required time frame based on the date of the client's signature. 7. A copy of the California Department of Public Health (CDPH) *Family Planning Patient Rights* statement shall be provided to all clients or posted in a prominent place at the site of clinical services (see *Figures 1 and 2*).

Standard	Description
B. Confidentiality	1. All services including the eligibility determination process shall be provided in a manner that respects the privacy and dignity of the individual client. 2. Clients shall be informed of the confidentiality of services and be assured that their identity will not be disclosed without their written permission, except as provided by law. 3. All personal client information shall be treated as privileged communication and held confidential; it shall not be divulged without the client's written consent, except as required by law. 4. Unless otherwise provided by law, client information that does not identify the individual receiving the services may be disclosed in summary, statistical or other form to CDPH or its designee, and to public health officials.
C. Linguistic and Cultural Competence	1. All services shall be provided in a culturally sensitive manner and communicated in a language understood by the client. 2. All print and audiovisual materials shall be appropriate for the client's language and literacy level.
D. Access to Care	1. All services covered by Family PACT, including onsite laboratory and onsite dispensing of medications, if available, shall be provided without cost to eligible clients. 2. Appointments for clients shall be available within a reasonable time period. Clients who cannot be given timely appointments shall be referred to other Family PACT or Medi-Cal providers in the area. 3. Contraceptive methods and supplies, and medications and laboratory tests shall be available at the site of clinical services or by referral to Medi-Cal laboratories and pharmacies. 4. Referrals to local resources shall be made available to clients when needed medical and psychosocial services are beyond the scope of the provider's organization, including, but not limited to, primary care, domestic violence and substance abuse related services. Services beyond the scope of Family PACT are not reimbursable by the program.

Standard	Description
E. Availability of Covered Services	1. All Family PACT-approved family planning methods (see *Figure 3*), including all FDA-approved contraceptive methods and their applications, fertility awareness methods, sterilization procedures, and limited infertility services consistent with recognized medical practice standards shall be made available to clients by the practitioner. a) At a minimum, the following contraceptive methods shall be provided onsite or by prescription: oral contraceptives; oral emergency contraceptives; contraceptive transdermal patch; contraceptive vaginal ring; contraceptive injection(s); spermicides; male and female condoms; and Lactation Amenorrhea Method (LAM). b) The following contraceptive methods and procedures may be provided onsite or by referral: contraceptive implant(s); intrauterine contraceptives; diaphragm; cervical barrier methods; Fertility Awareness Methods (FAM); and female and male sterilizations. 2. If the practitioner lacks the specialized skills to provide invasive contraceptive procedures or sterilization, or there is insufficient volume to ensure and maintain a high skill level, clients shall be referred to another qualified practitioner for these methods/ procedures. The enrolled provider shall have an established referral arrangement with the other provider(s) when making referrals for these procedures. 3. A client's selection of contraceptive method(s) shall take into account client preference in conjunction with medical findings. 4. Education and counseling about all options and referral resources, whether a pregnancy test is positive or negative, shall be provided in an unbiased manner that allows the client full freedom of choice. 5. Screening, testing and treatment for uncomplicated Sexually Transmitted Infections (STIs) shall be provided onsite. Clients with complicated STIs may be treated onsite or by referral to a Family PACT or Medi-Cal provider. 6. Screening for cervical cancer by Pap smear shall be provided onsite. Evaluation of cervical abnormalities found on Pap smear or physical exam and treatment of preinvasive cervical lesions may be provided onsite or by referral to a Family PACT or Medi-Cal provider. 7. All services shall be provided to eligible clients without regard to gender, sexual orientation, age (except for sterilization), race, marital status, parity or disability.

Standard	Description
F. Clinical and Preventive Services	1. Family planning and reproductive health clinical preventive services for women and men shall include: a) A comprehensive health history with updates at least every 24 months, including: health risk factors; a complete family history; personal medical, sexual and contraceptive history; plans for having children; and obstetrical and gynecological history for women b) A physical exam as clinically indicated, for contraceptive and STI services. (Women prescribed hormonal contraceptives must have a blood pressure evaluation at the initiation of the method and at least every two years thereafter.) i. A physical exam may be declined by the client and is not required for contraceptive services. c) Laboratory tests as clinically indicated as part of a decision-making process for contraceptive choices d) Provision of all Family PACT-approved contraceptive methods, devices, supplies and procedures, including female and male sterilization (see *Figure 3*) e) Pregnancy test services that are provided together with required education and counseling services f) Follow-up care for complications associated with a client's contraceptive method(s) or procedures at no cost to the client

Standard	Description
F. **Clinical and Preventive Services** *(continued)*	2. Prevention and control services for STI/HIV for women and men consistent with Centers for Disease Control and Prevention (CDC) guidelines and recognized medical practice standards shall be provided, in conjunction with family planning services, and when clinically indicated. Prevention and control services shall include: a) Chlamydia screening annually for females 25 years of age and younger b) Testing, diagnosis, treatment and follow-up of STI, including partner management c) Reporting of STI/HIV, as required by California law, to appropriate local public health jurisdictions for contact management, prevention and control d) Screening by history for Hepatitis B, with provision of Hepatitis B immunization series when indicated, according to CDC guidelines e) Confidential HIV risk screening, testing or referral to source of anonymous testing, client-centered counseling and referral for treatment 3. Screening females for precancers and cancers of the breast and cervix, including periodic Pap smears, and limited diagnosis and treatment of abnormal cervical conditions detected through screening, shall be included consistent with recognized medical practice standards. 4. Limited infertility services for couples, including fertility awareness counseling and supplies. 5. Referrals shall be provided to appropriate resources for needed medical and psychosocial services not covered by this program, including management of high-risk conditions and specialty consultation, if needed. 6. Medical record documentation shall reflect the clinical rationale for providing, ordering or deferring services provided to clients according to *Family PACT Standards*, including, but not limited to, client assessment, diagnosis, treatment and follow-up. Documentation, including a client's signature when dispensed a device, product or prescription, or when a laboratory specimen is obtained, shall support services claims for reimbursement *Welfare & Institutions Code*, Section 14043.41).

Standard	Description
G. Education and Counseling Services	1. Family planning and reproductive health education and counseling services for women and men to promote optimal reproductive health and clarify personal family planning goals shall be client-centered and shall include: a) Individual client assessment and ongoing reassessment of the client's reproductive health education and counseling needs, including: i. A description of services and clinic procedures ii. Reproductive anatomy and physiology, contraceptive method options and STI/HIV prevention iii. Preventive health care, nutrition, preconception health and pregnancy planning iv. Psychosocial issues, including partner relationship and communication, asset recognition, risk reduction and decision making b) Individual education and counseling sessions provided in a way that is understandable to the client and conducted in a manner that facilitates the client's integration of information for the development of positive reproductive health behaviors, and supplemented with written materials, as needed c) An explanation of the physical examination, laboratory tests and recommended treatment options d) Written information about the scope of program services, how to obtain needed referrals, services for family planning related complications and where to obtain 24-hour emergency care services e) The option of including a client's partner in the education and counseling session and other services at the client's discretion f) Information provided in a manner of communication that is sensitive to diverse cultural and socioeconomic factors, and the psychosocial aspects of reproductive health

Standard	Description
G. Education and Counseling Services *(continued)*	2. Each client shall be provided with adequate information to make an informed choice about family planning methods, including: a) A verbal dialogue and written description of all Family PACT-approved contraceptive methods, including effectiveness, duration, side effects, complications, medical indications and contraindications, social and physical advantages, and disadvantages b) A description of the implications and consequences of sterilization procedures, when client desires no future childbearing c) Specific instructions verbally and in writing for care, use and possible danger signs for the selected method(s) d) The opportunity for questions concerning procedures or methods and discussion of personal concerns 3. Each client receiving a pregnancy test shall be provided with information about all options and education and counseling appropriate to the test results in order to make an informed choice as follows: a) Clients with positive pregnancy test results shall be given information and referral resources about prenatal care, adoption and pregnancy termination services. b) Clients with negative pregnancy test results shall be given information and referral resources about family planning services, preconception care or infertility services, as appropriate. 4. All staff persons providing education and counseling shall have and be able to apply knowledge about the psychosocial and medical aspects of reproductive health, principles of behavioral change, and client-centered counseling techniques, including interviewing and communication skills. a) Practitioners and counselors shall recognize situations where more intensive counseling may be required and make referrals, as appropriate. b) Counseling staff shall be under the direction of the enrolled Family PACT provider and supervised by a licensed health care professional. 5. Medical record documentation shall reflect the scope of education and counseling services provided to clients according to *Family PACT Standards*, including, but not limited to, individual client assessment, topics discussed, and name and title of counselor. Documentation shall support services billed for reimbursement.

Family Planning Patient Rights

Men and women, regardless of race, religion, age, sex, sexual orientation, ethnic and religious background, or economic standing have:

- The right to decide whether or not to have children and, if so, to determine their timing and spacing
- The right to be treated with dignity and respect
- The right to privacy and confidentiality in all aspects of services
- The right to adequate and objective education and counseling
- The right to have all procedures explained and questions answered in a language that can be understood
- The right to know effectiveness, possible side effects, and complications of all contraceptives
- The right to participate in selecting the contraceptive method(s) to be used
- The right to know the results and meanings (diagnosis, treatment and prognosis) of all tests and examinations
- The right to see their records and have them explained
- The right to know the meaning and implications of all forms they are asked to sign
- The right to consent to, or refuse, any contraceptive method, test, examination or treatment

Participation of any individual in the Family PACT (Planning Access, Care and Treatment) Program is voluntary and free of compulsion or coercion of any kind. If you feel your rights have been violated, please speak to the director of the clinic/health office.

California Department of Public Health, 2007

Figure 1. Family Planning Patient Rights

DERECHOS DE LOS PACIENTES DE PLANIFICACIÓN FAMILIAR

Hombres y mujeres, sin importar la raza, religión, edad, sexo, orientación sexual, grupo étnico, o posición económica, tienen:

- El derecho a decidir si quieren tener hijos o nó y si deciden tenerlos determinar cuantos y cada cuando tenerlos
- El derecho a ser tratados con dignidad y respeto
- El derecho a recibir todos los servicios que se les proporciona con privacidad y de una manera confidencial
- El derecho a recibir educación y consejería en una manera adecuada y objetiva
- El derecho a recibir una explicación de todos los procedimientos que se les hagan y que se les contesten todas sus preguntas en un idioma que puedan entender
- El derecho a ser informados sobre la efectividad, las complicaciones, y los posibles efectos secundarios de todos los anticonceptivos
- El derecho a participar en la selección del método anticonceptivo que desea usar
- El derecho a ser informados sobre los resultados y significado (diagnóstico, tratamiento, y pronóstico) de todos los exámenes médicos que se les hagan
- El derecho a tener acceso y explicación sobre sus expedientes
- El derecho a ser informados sobre el significado y las implicaciones de firmar los formularios que le sean presentados;
- El derecho a aceptar o rechazar cualquier método anticonceptivo, prueba, examen, o tratamiento

La participación de cualquier individuo en el Programa Planificación Familiar Estatal, es voluntaria y libre de coerción de cualquier clase. Si usted cree que sus derechos han sido violados, por favor, hable con el director de la clínica o centro de salud.

Dapartamento de Salud Pública de California, 2007

Figure 2. Family Planning Patient Rights (Spanish)

Family PACT
Approved Contraceptive Methods

Oral Contraceptives

Oral Emergency Contraceptives

Contraceptive Transdermal Patch

Contraceptive Vaginal Ring

Contraceptive Implants

Contraceptive Injections

Intrauterine Contraceptives

Diaphragm

Cervical Barrier Methods

Spermicides

Male Condoms

Female Condoms

Fertility Awareness Methods (FAM)

Lactation Amenorrhea Method (LAM)

Male Sterilization

Female Sterilization

California Department of Public Health, Office of Family Planning, 2007

Figure 3. Family PACT Approved Contraceptive Methods

EXHIBIT F

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:

SIGNATURE: _____

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.

AGREECD4083.KH
kh:2/10/06

EXHIBIT G

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?
El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.