Health Services
LOS ANGELES COUNTY

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 JUNE 15, 2010

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EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

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Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

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June 15, 2010

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

Dear Supervisors:

APPROVAL OF FAMILY PLANNING AGREEMENT WITH THE CALIFORNIA FAMILY HEALTH COUNCIL AND AMENDMENTS TO COUNTY AGREEMENTS FOR FAMILY PLANNING SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval and acceptance of the Calendar Year 2010 Title X Family Planning Program Agreement with the California Family Health Council, and delegate authority to the Department of Health Services to amend two existing Agreements, to continue the provision of Family Planning Services throughout Los Angeles County, at no net County cost.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Interim Director of Health Services (Interim Director), or his designee, to accept federal Title X funds and sign the Calendar Year (CY) 2010 Title X Family Planning Program Agreement with the California Family Health Council, Inc. (CFHC) in the amount of $919,184 for the continued provision of family planning services, effective January 1, 2010 through December 31, 2010.

2. Delegate authority to the Interim Director, or his designee, to accept and sign any future amendments to the CY 2010 Title X Family Planning Program Agreement with CFHC that increases and/or decreases the base amount by not more than 25 percent of the total amount of the CY 2010 award, and for

non-material programmatic and/or administrative adjustments, subject to review and approval by County Counsel, the Chief Executive Office (CEO), and notification to your Board.

3. Approve and instruct the Interim Director, or his designee, to sign Amendments No. 3 to Family Planning Program Subcontract Agreements No. H-703109 with JWCH Institute, Inc. (JWCH) and No. H-703108 with Los Angeles Bio-Medical Research Institute (LA Bio-Med) to reduce and increase the maximum obligation, respectively, for CY 2010, and to add provisions permitting the recouping of funds for the submission of late reports, as required by the CFHC Agreement.

4. Delegate authority to the Interim Director, or his designee, to execute any future Amendments to the Agreements with JWCH and LA Bio-Med, to adjust funding by not more than 25 percent to increase and/or decrease County's maximum obligation, subject to review and approval by County Counsel, the CEO, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first and second recommendation will allow DHS to sign the CFCH contract for CY 2010, and any future amendments, in order to continue the provision of basic contraceptive services with partnering projects at twelve family planning sites throughout Los Angeles County. Attachment A includes a listing of the twelve family planning sites in Los Angeles County.

Approval of the third recommendation will allow the Interim director to execute Amendments No. 3 to the current Agreements with JWCH and LA Bio-Med, substantially similar to Exhibits II and III, to realign funding between the Agreements in accordance with the provisions of the CY 2010 CFHC allocation and to add new and/or revised reporting requirements, including authority to reduce funding if the Contractor is late submitting required reports.

The CY 2010 County maximum obligation on the Agreement with JWCH will be decreased from $395,600 to $346,722. The CY 2010 County maximum obligation on the Agreement with LA Bio-Med will be increased from $151,488 to $172,939. This represents a decrease of $48,878 and an increase of $21,451, respectively, in federal Title X Family Planning funds for the provision of basic contraceptive services.Approval of the fourth recommendation will allow the Interim Director to execute any future amendments with JWCH and LA Bio-Med, to adjust the County's maximum obligation if the Department of Health Services (Department or DHS) determines that either Contractor is underutilizing funds.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The total program cost for CY 2010 is $919,184, fully offset by federal Title X funds. There is no net County cost associated with these actions.

The total program cost will be allocated as follows: $289,805 for County operated sites; $346,722 for JWCH; $172,939 for LA Bio-Med; and $109,718 for Family Planning Program Administration. Attachment B provides additional information.

Funding is included in the Department's Fiscal Year (FY) 2009-10 Final Adopted Budget and FY 2010-11 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In February 2010, the Department received the CY 2010 Title X Family Planning Agreement, effective January 1, 2010 through December 31, 2010, with CFHC for the continued provision of family planning services. The CY 2010 CFHC Agreement provides for a five (5) percent reduction in total allocation if the Contractor fails to submit its Statement of Revenue and Expenditure Report more than three (3) times during the contract period. It further provides for an additional five (5) percent reduction in the total allocation should the Contractor submit its reports late more than six (6) times during the contract period, which may result in termination of the Agreement.

County Counsel has approved Exhibits I, II and III as to use and form. Attachments A, B and C provide additional information.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of the recommended actions will ensure the provision of family planning services continue to be provided in a timely manner.

Respectfully submitted,

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:rg

Enclosures

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

Attachment A

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES
Family Planning Program Services

SERVICES SITES	
Mid-Valley Comprehensive Health Center 7515 Van Nuys Boulevard Van Nuys, California 91405	Antelope Valley Health Center 335 B East Avenue, K-6 Lancaster, California 93535
Wilmington Health Center 1325 Broad Avenue Wilmington, California 90744	Edward R. Roybal Comprehensive Health Center 245 South Fetterly Street Los Angeles, California 90022
San Fernando Health Center 1212 Pico Street San Fernando, California 91340	Long Beach Comprehensive Health Center 1333 Chestnut Boulevard Long Beach, California 90813
H. Claude Hudson Comprehensive Health Center 2829 South Grand Avenue Los Angeles, California 90007	El Monte Comprehensive Health Center 10953 Ramona Boulevard El Monte, California 91731
Glendale Health Center 501 North Glendale Avenue Glendale, California 91206	Bellflower Health Center 10005 E. Flower Avenue Bellflower, California 90706
Hubert H. Humphrey Comprehensive Health Center 5850 South Main Street Los Angeles, California 90003	Los Angeles Biomedical Research (LABioMed) 1124 West Carson Street, Bldg. N14, Room 6 Torrance, California 90502

LOS ANGELES COUNTY – DEPARTMENT OF HEALTH SERVICES
FAMILY PLANNING PROGRAM TITLE X ALLOCATION SCHEDULE
CALENDAR YEAR JANUARY 1, 2010 THROUGH DECEMBER 31, 2010

TITLE X FAMILY PLANNING PROGRAMS	CURRENT MAXIMUM OBLIGATION CY 2010	+ / - DIFFERENCE	REVISED MAXIMUM OBLIGATION CY 2010
County Operated			
1. San Fernando Valley Cluster (3 sites)	$172,133	0	$172,133
2. Antelope Valley Cluster (1 site)	74,573	0	74,573
3. Coastal Cluster (3 sites)	43,099	0	43,099
TOTAL	**$289,805**	**$0**	**$289,805**
Subcontractors:			
4. JWCH Institute, Inc. (4 sites)	$395,600	($48,878)	$346,722
5. Los Angeles Biomedical Research Institute (1 site)	151,488	21,451	$172,939
SUBCONTRACTOR TOTAL	**$547,088**	**($27,427)**	**$519,661**
Program Administration			
6. Family Planning Program Admin	$109,718	0	$109,718
PROGRAM ADMINISTRATION TOTAL	**$109,718**	**0**	**$109,718**
TITLE X ALLOCATION TOTALS	**$946,611**	**($27,427)**	**$919,184**

ATTACHMENT C

Los Angeles County Chief Administrative 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	1316-5350-71209-10	ASAP

Total Amount of Grant Funding: $919,184	**County Match: N/A**	
Grant Period: Calendar Year 2010	**Begin Date:01/01/10**	**End Date: 12/31/10**
Number of Personnel Hired Under This Grant:	**Full Time: 2**	**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__	No_X_
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_X_	No____
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: 5-31-10

California Family Health Council
2010 Title X Family Planning Program Contract
Contract Number 1316-5320-71209-10
CFDA #93.217

This Agreement is entered into between the California Family Health Council, Inc. and the Contractor, County of Los Angeles\Department of Health Services.

1. The term of this Agreement is January 1, 2010 through December 31, 2010.

2. The maximum obligation of CFHC for payments due under this contact shall not exceed $919,184.00

3. The 2010 projected Family Planning Services budget summary is as follows:

CFHC Title X Obligation for Family Planning Services	$919,184.00
Family Planning Services Applicant & Other	$4,833,485.00
Total Contract Amount	**$5,752,669.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this agreement

Exhibit A – Terms and Conditions

Exhibit B – Reporting Requirements

Exhibit C – Statement of Work, Partnering Plan Information, Clinic Site Information and Special Condition(s) if applicable

Exhibit D – Budget Summary by Agency and by Clinic site if Agency has multiple sites

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

Contractor's Name: County of Los Angeles\Department of Health Services

By (Authorized Signator) _____ Date: _____

Printed Name and Title: Director of Health Services and/or Designee

Address: 313 North Figueroa Street
Room 904
Los Angeles, CA 90012

CALIFORNIA FAMILY HEALTH COUNCIL

Diane Chamberlain, Chief Operating Officer _____ Date: _____

3600 Wilshire Blvd., Suite 600, Los Angeles, CA 90010

CFHC indirect cost rate recovery policy allows agencies with an approved DHHS negotiated rate to charge the prevailing approved rate. Agencies that utilize non-DHHS approved rates (i.e. state, county, local government rates) are limited to their actual rate or 17.6% of total direct costs less capital equipment, subcontracts, and patient care, whichever is less. If indirect costs are charged to this contract proof of the cost rate may be required.

Program is subject to Code of Federal Regulations Title 45, Part 74.24 (b).

1. PERIOD

The period of this contract is from January 1, 2010 through December 31, 2010.

2. STATEMENT OF WORK

The funding under this contract shall be used for Family Planning Services. Services provided hereunder shall be referred to as "Family Planning Services". The program for providing Family Planning Services hereunder shall hereinafter be referred to as the "Family Planning Program". Family planning means the process of establishing objectives for the number and spacing of children, and selecting means by which those objectives may be achieved. Family Planning Services provided hereunder exclude abortions and services ancillary to abortion as provided in section 15 herein. The Contractor shall in a satisfactory and proper manner as determined by CFHC perform the functions and services described in the Statement(s) of Work, which is attached hereto and incorporated herein by reference.

3. CONSIDERATION

The Contractor shall be compensated for services performed under this contract and paid for such services as set forth in the Summary Budget(s), which is attached hereto and incorporated herein by reference and the detailed budget located at CFHC's extranet website, www.cfhc.org.

Under the terms of this contract reimbursement will be based on submission of actual expenditures. Payment will be made based on the timely submission of and approval by CFHC of any and all financial and performance reports required herein, and the timely submission and approval of reports, surveys, or questionnaires as may from time to time be required.

The contractor is responsible for providing the funds, goods, and services identified as "Applicant and Other" in the Family Planning Program Budget.

CFHC reserves the right to reallocate dollars (reduce or increase) based on a six month and nine month review in order to reduce the amount of money not expended during the calendar year.

4. PROGRAM AND/OR BUDGET MODIFICATIONS

There is no limit to the amount of modifications that can be made to any Statement of Work, Budget or Partnering Plan, but any modification must be approved by CFHC prior to implementation. The final date that a request for a modification may be submitted is January 18, 2011. Approval of this modification does not alter or

extend the January due date as presented in the contract in Exhibit B.

5. RECORDS, ACCOUNTS, AND AUDITS

The Contractor shall maintain books, records, documents, accounting procedures and practices, and other evidence, sufficient to reflect properly all direct and indirect costs of whatever nature for all Family Planning Services provided hereunder by Contractor, whether from CFHC or other funding sources, including all in-kind contributions. The Contractor agrees to permit CFHC, or its funding source, or any of its duly authorized representatives to have access to examine and audit any pertinent books, documents, papers and records related to this contract. Records as defined in this clause shall be retained and accessible for four years after the expiration of this contract.

Adequate documentation of each transaction shall be maintained to permit the determination of the allowability of expenditures reimbursed by CFHC under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to generally accepted accounting practices, the questionable cost shall be disallowed by CFHC. In the event of findings of disallowed costs, Contractor has the right to appeal such findings in writing within 30 days of notification. Such appeals shall be heard by a designee of CFHC.

If any litigation claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four year period whichever is later.

Patient medical records must be retained for seven years after the last visit. Medical records for minors must be retained for either seven years or until the minor's 19th birthday, whichever is later. Records for non-expendable property must be retained for three years after final disposition.

6. FINANCIAL AND COMPLIANCE AUDIT

Contractor is required to submit to CFHC a copy of their Annual External Audit and a copy of their A-133 Single Audit if applicable.

Contractors that are government or non-profit organizations agree to obtain an independent annual single, organization wide financial and compliance audit. The audit shall be conducted in accordance with the requirements specified in the

Federal Office of Management and the Budget (OMB) Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations".

Contractors that are commercial organizations have two options regarding audits:

1. A financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265—4) of a particular award in accordance with Government Auditing Standards, in those cases where the Contractor receives awards under only one DHHS program; or, if awards are received under multiple DHHS programs, a financial related audit of all DHHS awards in accordance with Government Auditing Standards; or
2. An audit that meets requirements contained in OMB Circular A-133.

One copy of the audit report shall be delivered to CFHC. The report shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Contractor agrees that claims made against Contractor pursuant to an audit by CFHC, or the Federal Government will be recovered by one of the following options:

1. Contractor's remittance to CFHC of the full amount of the audit exception within 30 days following CFHC's request for repayment.
2. A repayment schedule which is agreeable to both CFHC and the Contractor.

CFHC reserves the right to select which option will be employed and the Contractor will be notified by CFHC in writing of the claim procedure to be utilized. Interest on the unpaid balance will accrue at a rate set forth in applicable rule or statute, beginning 30 days after Contractor's receipt of CFHC's demand for repayment. If Contractor has filed a valid appeal regarding the report of audit findings, recovery of overpayments will be deferred until a final administrative decision has been reached. If Contractor loses the final administrative appeal, Contractor shall repay to CFHC the overclaimed expenditures, plus accrued interest. Interest accrues from Contractor's first receipt of notice requesting reimbursement of questioned audit costs.

If a Contractor has a finding or findings denoted within an audit or a CFHC conducted Site Review then Contractor must submit a copy of their response to the findings to CFHC within a prescribed timeline as determined by CFHC. Failure to

comply may lead to suspension of reimbursements, withholding of payment, and/or termination of contract.

7. CONTRACTOR'S FINANCIAL DUTY OF PERFORMANCE

A. Applicant & Other Revenue/Grant Related Income

Applicant & Other revenue is to be used by the Contractor in the conduct of its Family Planning Program. Applicant & Other revenue includes income received from services to fee paying patients, to patients eligible for Medi-Cal, and to patients eligible for third party medical insurance.

Instructions regarding Treatment of Grant Related Income defined in this section, as it relates to the Family Planning Program/Project will be provided to Contractor.

B. Contributed Funds

Contributed funds are normally obtained from the Contractor's financial resources other than funds budgeted for operation of its family planning program funded under this contract. These funds must be contributed by the Contractor toward the operation of its family planning program if it incurs a deficit in Applicant & Other revenue.

8. FISCAL PROVISIONS

A. Federal Agreement Funds

1. It is mutually understood between the parties that this Agreement may have been entered into before ascertaining the availability of Congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if the Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available by the United States Government for Fiscal Year -2010 for the purposes of this program. In addition, this Agreement is subject to any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

B. Funding Reduction

1. In the event that the federal funds allocated for this program are not sufficient, CFHC may, upon thirty (30) days advance notice, reduce the maximum amount payable. Upon receipt of such notification, Contractor agrees to not claim reimbursement for costs in excess of the maximum amount payable as adjusted. Contractor's budget and statement of work will be negotiated with Contractor.
2. CFHC agrees that the services to be provided based on the "Statement(s) of Work" will be reduced proportionately to the payment reduction cited in Paragraph 1 of this section.

9. ***CENTRALIZED DATA SYSTEM***

CFHC maintains a Centralized Data System (CDS) to collect and securely store data about services provided to Title X clients at clinic sites throughout California. The Client Visit Record (CVR) data is used to provide information for federally required reporting purposes, as well as for Delegate Agencies to have access to their own agency and site specific aggregated data. CFHC and Delegate Agencies use the reports and data to better monitor services provided, to understand who is being served, and to help justify program development and funding requests for continued financial support for Title X services.

CFHC is responsible for maintaining the CDS, monitoring the quality of agency data submissions, providing data management services, and providing ongoing CDS-related support to Delegate Agencies.

Delegate Agencies are responsible for:

1. Creating and uploading of accurate CVR export files and lab files following agreed upon CDS compatible format within three months of executing initial contract.
2. Timely submission of monthly or quarterly CVR export files (all CVRs to be submitted including error corrections by the deadline.
3. Timely submission of lab export files.
4. Timely notification to CFHC if the CDS Audit Report is inconsistent with the export file.
5. Timely notification to CFHC of the addition, deletion, or modification of any data codes included in the agency's submission.
6. Notification to CFHC of the addition or closure of any clinic site locations within one month of the site change status.

7. Identification of CDS contact(s) who has been or will be trained and immediate notification to CFHC CDS Manager of any contact change(s) so that new staff can be trained.
8. Manually updating Report tables with any aggregate data not submitted through CDS.

10. MEDI-CAL AND FPACT BILLING REQUIREMENTS

The Contractor must have any and all National Provider Identification Numbers utilized to bill all services provided by this contract and is required to identify both Medi-Cal and Family PACT eligible patients and bill services for these patients to the Medi-Cal and Family PACT programs.

11. STATUS OF CONTRACTOR

The parties hereto agree that the Contractor, its agents and employees, in the performance of this contract, shall act in an independent capacity and not as officers, employees or agents of CFHC.

Contractor warrants that no conflict of interest exists between Contractor's officers, agents, or employees. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event that CFHC determines that a conflict of interest situation exists, any increase in costs associated with the conflict may be disallowed by CFHC and such conflict may constitute grounds for termination of the Contract.

12. PERSONNEL

Multiplicity of employment and remuneration on the part of the personnel at CFHC contract agencies is to be avoided. Staff members shall not deploy themselves so as to receive multiple pay from CFHC. An employee shall not be paid as a staff member and a consultant in the same agency.

No CFHC employee whose position enables him or her to influence the award of this contract or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor herein, or have any other direct or indirect financial interest in this contract, without specific CFHC written approval.

13. ASSIGNMENT OF CLAIMS

Contractor is specifically prohibited from assigning, transferring, pledging or otherwise encumbering its duties or obligations under this contract with CFHC. 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 the Code of Federal Regulations, Title 41, 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 right to receive funds under this contract with CFHC including factoring agreements or other financing arrangements, the lender, factor or assignee must be fully advised in writing of the terms and conditions of this contract with CFHC and the applicability of the above-mentioned statutory requirements. CFHC must also be fully advised, in writing, of the details of any completed or contemplated actions hereunder, sufficiently in advance for comprehensive examination of the Contractor's intended actions. CFHC and its funding source shall have no obligations or liability whatsoever to the assignee under any such assignments.

14. FACILITIES

Contractor must have, or be officially exempted from, current health facilities or subacute hospital licensure. The facilities within which family planning services are furnished by the Contractor should include provisions for accommodating people with disabilities. These facilities should also have posted and made available to all personnel an on-going plan, specifying procedures to be followed in the event of fire, disaster or other emergency. In addition, fire and disaster drills should be conducted twice a year and the results documented.

15. LICENSES

Contractor and each of its employees, agents and contractors shall obtain and maintain during the term of this contract all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder.

16. PROVISIONS REGARDING ABORTIONS

The Contractor agrees that no funds received pursuant to this contract shall be used to perform abortions or to supplant any funds used to perform abortions.

Contractor represents and agrees that when it is providing Family Planning Services under, and during the term of this Contract, it is not, and 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. Contractor further agrees that none of the funds received under this Contract shall be used in programs where abortion is a method of family planning.

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

17. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless CFHC, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including Contractor's property, arising from or connected with Contractor's provision of the services and the program provided hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by, or by any person on behalf, of Contractor pursuant to this Agreement.

CFHC shall indemnify, defend and hold harmless Contractor, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including CFHC's property, arising from or connected with CFHC's provision of the services and the program provided hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by, or by any person on behalf, of CHFC pursuant to this Agreement.

18. INSURANCE

Without limiting Contractor's indemnification of CFHC, Contractor shall provide and maintain at its own expense during term of this Agreement coverage satisfying the requirements specified hereunder. Such insurance shall be provided by responsible

insurer(s) satisfactory to CFHC.

Evidence shall be in the form of a certificate(s) of insurance coverage and a copy of an Additional Insured endorsement confirming CFHC has been given Insured status and shall be delivered to CFHC. Renewal Certificates shall be provided to CFHC not less than ten (10) days prior to Contractor's policy expiration dates. CFHC reserves the right to obtain complete, certified copies of any required Contractor insurance policies at any time.

Certificates shall identify all required insurance coverage types and limits specified herein, reference the Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name each insurer providing coverage, its National Association of Insurance Commissioner's (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars ($50,000), and list any CFHC required endorsement forms.

Such evidence shall contain express conditions that CFHC is to be given written notice by registered mail at least thirty days in advance of any modification or termination of any program of insurance.

In lieu of the insurance requirements listed herein, CFHC acknowledges, understands and agrees that Contractor may provide any or all such required forms of insurance through programs of self-insurance as allowed under California law.

Neither CFHC's failure to obtain, nor CFHC's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the required Insurance provisions.

Failure on the part of Contractor to produce or maintain required insurance shall constitute a material breach of this Agreement upon which CFHC may immediately terminate or suspend this Agreement.

Certificates and copies of any required endorsements shall be sent to:

Contract Coordinator
California Family Health Council, Inc.
3600 Wilshire Boulevard, Suite 600
Los Angeles, CA 90010

Such insurance shall include, but not be limited to:

1. Liability: Comprehensive general liability insurance endorsed for premises-operations, products/completed operations, contractual, broad form property damage, and personal injury, with a combined single limit of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate.

   If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following termination of this Agreement.

2. Workers' Compensation: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employers liability with a one million dollar ($1,000,000) limit, covering all persons providing services on behalf of Contractor and all risks to such persons under this Agreement.

3. Medical Malpractice: Medical Malpractice professional insurance coverage in the minimum amount of one million dollars ($1,000,000).

4. Fidelity: A loss payee endorsement under a blanket fidelity bond covering employees.

19. ***PROPERTY MANAGEMENT***

The Contractor shall maintain adequate property records, as well as effective inventory, control and maintenance procedures. Contractor will be responsible for replacing or repairing equipment for which it is accountable if lost, damaged or destroyed due to negligence on the part of the Contractor, or failure to secure appropriate insurance, or noncompliance with property management regulations or instructions of CFHC or its funding source.

Contractor shall submit to CFHC annually on a form provided an updated cumulative inventory of equipment purchased under this and preceding CFHC agreements.

Title X regulations require that items purchased with Title X Federal funds at or above your amortization threshold policy are to be reported on the annual Equipment Inventory List.

Contractor is required to submit a copy of their Board approved Amortization Policy when updated.

20. CONFIDENTIALITY

Contractor must assure client confidentiality and provide safeguards against the invasion of personal privacy, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). No information obtained by the Contractor's staff about individuals receiving services funded by this contract may be disclosed without the individual's written consent, except as required by law or as necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical, or other form that does not identify the individual.

Contractor agrees to maintain the confidentiality of its patient records and information, including billings, in accordance with all applicable State and/or Federal laws, regulations, guidelines and directives relating to confidentiality of patient records. Contractor shall inform all of its involved officers, employees, and agents of the confidentiality provisions of this contract.

Notwithstanding any other provisions contained herein, CFHC, in its capacity as a Health Oversight Agency and a Public Health Surveillance Monitor, and its funding source have the right to request and receive all records related to the administration, monitoring, and audit of this contract in whatever form CFHC deems appropriate.

21. COPYRIGHTS, PATENTS AND OTHER MATERIALS

If this contract results in a book or other copyrightable material, the author is free to copyright the work, but CFHC and the funding source reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted resulting from this contract.

Any discovery or invention arising out of or developed in the course of work aided by this contract shall be promptly and fully reported to CFHC and to the funding source for determination as to whether patent protection on such invention or discovery, shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed and administered in order to protect the public interest.

CFHC and the funding source reserve the right to conduct its own examination of materials produced under this contract. If, upon examination any materials are deemed inappropriate, CFHC reserves the right to recall these materials from public distribution.

22. ***NON-DISCRIMINATION***

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, (including HIV and AIDS), mental disability, medical condition (including cancer), age, marital status, and denial of family care leave. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Employment of Contractor personnel and all actions effecting Contractor employees shall be based on the employee's qualifications and performance. Hiring shall be based on an evaluation that seeks to match the qualifications of the applicant to the requirements of the job. Contractor must follow its established personnel policies and procedures relating to all personnel issues arising in the provision of services hereunder.

Governing Statutes, Regulations and Rules: The specific details of the overall CFHC program implementing Public Policy Requirements are primarily provided by CFHC's funding agency and are referenced in the PHS Grants Policy Statement – DHHS Publication No. (OASH) 94-50,000 (Rev.) April 1, 1994. They are specifically listed in Subsections A through J following this paragraph.

A. Equal Opportunity Executive Order 11246 as Amended.

B. Title VI of the Civil Rights Act of 1964. The DHHS regulation implementing this requirement is contained in Code of Federal Regulations, Title 42, Part 59.209. http://opa.osophs.dhhs.gov/titlex/ofp_regs_42cfr59_10-1-2000.txt.

C. Section 504 of the Rehabilitation Act of 1973. The DHHS regulation at Code of Federal Regulations, Title 45, Part 84 implements this requirement.

D. The Americans with Disabilities Act of 1990.

E. The Age Discrimination Act of 1975. The DHHS regulation implementing the provision of this Act is at Code of Federal Regulations, Title 45, Part 91.

F. Title IX of the Education Amendments of 1972 (in particular, section 901 of those amendments). The DHHS regulation at Code of Federal Regulations, Title 45, Part 86 implements this requirement.

G. Section 526 of the Public Health Service Act, as amended which provides that drug abusers suffering from medical conditions shall not be discriminated against. This prohibition is extended to all outpatient facilities receiving or benefiting from Federal financial assistance by Code of Federal Regulations, Title 45, Part 84.

H. Section 522 of the Public Health Service Act, as amended which provides that alcohol abusers and alcoholics who are suffering from medical conditions shall not be discriminated against. This prohibition is extended to all outpatient facilities receiving or benefiting from Federal financial assistance by Code of Federal Regulations, Title 45, Part 84.

I. Section 543 of the Public Health Service Act, as amended, which requires that records of substance abuse patients be kept confidential except under certain specified circumstances and for specified purposes. This requirement is implemented in Public Health Services regulations at Code of Federal Regulations, Title 42, Part 2.

J. Office for Civil Rights' Policy Guidance on Language Assistance to Persons with Limited English Proficiency (LEP), which requires organizations that receive federal financial assistance to ensure that LEP persons have meaningful and equal access to benefits and services.

23. ***GENERAL TERMS AND CONDITIONS***

CFHC will advise the Contractor of additional conditions imposed by the funding source from which funds for payment of this contract are derived, and any additional conditions governing the use of such funds or performance of the family planning programs as may be required by law, Executive Order, by regulation, or by any other policy announced by the funding source. The Contractor agrees to either accept such additional conditions or to notify CFHC of its unwillingness or inability to do so. The Contractor agrees to comply with Federal Title X Regulations and Guidelines. The Contractor understands and agrees that strict compliance with all of these requirements is mandatory and any breach thereof is grounds for termination of this contract.

The project and services under this agreement are subjected to the terms and conditions incorporated either directly or by reference in the following:

A. All provisions of 42 CFR Part 59 currently in effect or implemented during the period of the grant.

B. U.S. Department of Health and Human Services, Public Health Service Grants Policy Statement - DHHS Publication No. (OASH 94-50,000 (Rev.) April 1, 1994.

C. Code of Federal Regulations Title 45 as applicable. This Title contains, among other regulations, administrative regulations, applicable to grants and cooperative agreements. Public policy provisions that are to be included in contracts under grants (or subgrants) are included in the procurement standards prescribed by Parts 74 and 92.

D. Contractors who receive subgrants in an amount in excess of $100,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

E. Contractors who receive subgrants in an amount in excess of $100,000 shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

F. Certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs," in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." (See Code of Federal Regulations 45, part 76).

G. Notwithstanding any other provision of law, no provider under Title X of the Public Health Service Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest.

H. In accepting this award, the contractor certifies that it will encourage family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.

I. The Buy American Act of 1933, as amended (41 U.S.C. 10a-10d), that requires that Government agencies give priority to domestic products when making purchasing decisions. Therefore, to the greatest extent practicable, all equipment and products purchased with grant funds should be American-made.

J. The HHS Appropriations Act requires that, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money shall clearly state the percentage and dollar amount of the total costs of the program or project which will be financed with Federal money and the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

K. The grantee shall comply with the restrictions on lobbying set out in 45 CFR Part 93. In addition, the grantee shall comply with the restrictions on grantee lobbying in section 503 of the FY 2005 Appropriations act, as follows:

1. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

2. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

The Contractor shall also comply with all laws, statues, ordinances, rules and regulations of federal, state and local governments as they apply to this contract and the program set forth herein.

The particular funding source under which this contract is funded and referred to is as follows: United States Department of Health and Human Services
Public Health Service
OPHS Office of Grants and Management

Code of Federal Regulations Number: 93.217

Title of Project or Program: Provision of family planning services and outreach services to eligible clients in the State of California

24. MUNICIPAL GOVERNMENTS

This section only applies if Contractor is a government organization (County or City).

None of the expenditure items listed in the budget as CFHC's share in any of the contracting agreements, be either personnel or non-personnel, shall be subject to any orders for expenditure "freezes" which may be general policy of Contractor from time-to-time.

Contractor agrees to provide all in-kind items identified in the providers (Applicant & Other) share of each contractor's budget.

Contractor and its subcontractors shall develop a separate plan for each contract which provides a mechanism that is satisfactory to Contractor, the particular subcontractor, and CFHC, for insuring that Medi-Cal and fee bills are rendered for eligible patients, and that the receipts from these bills are applied back toward the family planning program, less Contractor/subcontractor billing and collection cost, in a manner approved by CFHC.

25. NOTIFICATION OF CHANGE IN KEY STAFF AND CLINIC SITE LOCATIONS

The Contractor shall notify CFHC in writing within ten (10) working days of any change in Key Staff or any address change of Title X clinic site locations.

26. TERMINATION OF CONTRACT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract; or if the funding from the funding source under which this contract is funded is terminated by the funding source, CFHC shall thereupon have the right to terminate this contract in whole or in part by giving written notice to the Contractor of such termination and specifying the effective date thereof. In the event only a portion, or one or more

components, of the work authorized by this contract is terminated under the provisions of this clause the Statement(s) of Work may be unilaterally changed by CFHC to document such change, and the Budget(s), will be reduced accordingly including a proportionate reduction in the total budgeted administrative costs.

If the Contractor defaults at any location or scheduled clinic sessions of its total program, such default shall be considered material regardless of the number of locations or clinic sessions operated by the Contractor, so as to permit CFHC to terminate that portion of the Contractor's program. In the event of such termination, CFHC may unilaterally reduce the Budget(s), as set forth in the preceding paragraph.

If the Contractor is unable or unwilling to comply with such additional conditions as may be imposed by the funding source on the grant or contract under which CFHC is performing the program to which these services are being rendered, the Contractor shall have the right to terminate this contract by giving written notice to CFHC signifying the effective date thereof.

Either party may terminate this contract for any reason by giving the other party at least 30 days written notice, unless stated otherwise by other sections contained in this contract.

In the event of termination of this contract, either in whole or in part, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall, at the option of CFHC, become its property or be disposed of and the Contractor shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of this contract. Notwithstanding the above, the Contractor shall not be relieved of liability to CFHC for damages sustained by CFHC by virtue of any breach of this contract by the Contractor, and CFHC may withhold any reimbursement to the Contractor for the purpose of offset until such time as the exact amount of damages due CFHC from the Contractor is agreed upon or otherwise determined.

27. CONTRACT CLOSEOUT PROCEDURES

Contractor shall submit all financial, performance and other reports as required by the terms and conditions of the contract. At its sole discretion, CFHC may approve or deny extensions when requested by the Contractor.

Unless an extension is granted Contractor shall liquidate all obligations incurred under the award not later than 90 calendar days after the funding period or date of completion as specified in the contract.

CFHC will make prompt payments only after all required documentation has been received and approved.

CFHC, by the rules and regulations set by its funding source, reserves the right to determine ownership of any and all equipment purchased by Contractor during the course of the current or any previous contracts for the program that is ending. Ownership will be determined after Contractor has submitted an Equipment Inventory that is due 45 days after the end of the contract.

28. ***ALTERATION OF TERMS***

The body of this contract, together with the exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total contract. No addition to, or alteration of, the terms of this contract 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 contract which is formally approved and executed by the parties, except as otherwise provided herein.

Exhibit B

Title X Family Planning Program Contract Reports Requirements

All reports must be received by CFHC on the date designated no later than 5:00 p.m. Pacific Standard Time if the report is submitted on paper and 11:59 p.m. Pacific Standard Time if the report is submitted via the internet. If the due date occurs on a weekend day or a designated federal holiday, the report will then become due by the following closest business day.

CFHC sets report due dates to insure proper oversight of the programs being funded and as required by its funding source. Requests for an extension of the due date of any report must be made to and granted by CFHC before the due date of the report. Extension requests are granted only for extenuating circumstances and the extension is only good for the specific report in question. Extensions will not be granted for reports that are due beyond the current reporting period. If an extension request is denied the Contractor must adhere to the due date stated in contract or be subject to the policy and procedure stated below.

All extension requests for Program or Progress reports must be submitted to the Contractor's designated Area Manager.

All extension requests for Financial Reports must be submitted in writing to Stephanie Ceponis, Site Financial Analyst, by postal mail at California Family Health Council, Inc., 3600 Wilshire Boulevard, Suite 600, Los Angeles, CA 90010, or by electronic mail at ceponiss@cfhc.org.

CFHC withholds 10% of the total allocation until all reports that meet the terms, conditions and/or Statement of Work of the contract are received. Final payment will be made upon submission and approval of all yearend reports.

Failure to meet a report deadline as required and stated in the Contract is considered a violation of the terms and conditions of the Contract and the consequences and remedy of the violation(s) will be governed by the following procedure:

Any Contractor who fails to submit a report as stated in this contract, or by special request, more than three (3) times during the contract period will lose 5% of their total allocation.

Any Contractor who fails to submit a report as stated in this contract, or by special request, more than six (6) times during the contract period will lose an additional 5% of their total original allocation. When this action occurs the capability of the Contractor to manage the Title X Family Planning Program Contract will be in question and additional scrutiny by CFHC may be required which can include termination of the contract.

Any Contractor that has received a reduction of funds will not be eligible for any supplemental funding that may become available during the contract period.

Exhibit B
California Family Health Council 2010 Family Planning Program Contract
Reporting Requirements for Family Planning Services

FAMILY PLANNING SERVICES REPORTING REQUIREMENTS:

The Contractor shall submit the following required reports in compliance with the dates and conditions specified below. CFHC will provide instruction when procedures for the proper completion if these reports change.

REPORT TITLE	FREQUENCY OF SUBMISSION	DUE DATE
Family Planning Services Semi-Annual Progress Report (by County) Submitted electronically at www.cfhc.org	Semi-Annual	25th of the month following the period reported for the data that is not submitted monthly. For January, February, March, April, May and June **DUE: July 25** For July, August, September, October, November and December **DUE: January 25, 2011**
Statement of Revenue and Expenditure Report (includes submission of General Ledger backup of Title X expenditures only) Submitted electronically at www.cfhc.org	Quarterly	25th of the month following the period reported For January, February and March **DUE: April 25** For April, May and June **DUE: July 25** For July, August and September **DUE: October 25** For October, November and December **DUE: January 25, 2011**
Financial Status Report (FSR) Submitted to the Finance Division	Annual	45 days following the close of the Contract period **DUE: February 15, 2011**
Equipment Inventory Submitted to the Finance Division	Annual	45 days following the close of the Contract period **DUE: February 15, 2011**
Annual External Audit and A-133 Audit if applicable Submitted to the Finance Division	Annual	30 day after completion of audit(s) or nine months after the end of the audit period
Special Reports, surveys and questionnaires as may be requested by CFHC or its funding source	Specified Date	Specified Date

Exhibit B
California Family Health Council 2010 Family Planning Program Contract
Reporting Requirements for Family Planning Services

CENTRALIZED DATA SYSTEM:

The Contractor shall submit the following required reports to the Centralized Data System in compliance with the dates and conditions specified below. CFHC will provide instruction and technical specifications when procedures for the proper completion of these reports change.

REPORT TITLE	FREQUENCY OF SUBMISSION	DUE DATE
Electronic data files which include family planning client visit records for each clinic site. Submitted electronically at www.cfhc.org according to Technical Specifications provided by CFHC.	Monthly	25th of the month following the period reported (or next business day when 25th falls on weekend). Data submissions must be **correct** (rejected fields corrected and resubmitted) no later the 25th of the month.

Statement of Work (SOW)
1/1/2010 to 12/31/2010
Administrative Goal and Objectives

EXHIBIT C

Agency Number: 1316

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

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

Objective 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 1H.

Number	Activity	Job Title	Evaluation
1. A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance. **Family Planning Councils of America (FPCA) Performance Measures.**	Administrative and Site Program Managers, 2937, 2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908	Policies and procedures maintained and reviewed at site evaluations. Desk audits determined by CFHC staff.
1. B	Review family planning program policies and procedures on an annual basis.	Administrative and Site Program Managers, 2937, 2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908	Meeting minutes maintained and reviewed at site evaluations.
1. C	Obtain annual systematic client feedback through client satisfaction surveys inclusive of all sites.**Family Planning Councils of America (FPCA) Performance Measures.**	Administrative and Site Program Managers, 2937, 2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908	Client satisfaction surveys conducted, summarized, acted upon and reviewed at site evaluations.
1. D	Maintain and update a community needs assessment inclusive of the Family Planning Program on a periodic basis (at least once every 5 years) to define agency's role in the community.	Administrative and Site Program Managers, 2937, 2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908	Community needs assessment inclusive of the Family Planning Program maintained and reviewed at site evaluations.
1. E	The Title X Family Planning Program is implemented with input from representative community members with knowledge of community needs.	Administrative and Site Program Managers, 2937, 2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908	Advisory Board meeting minutes and materials review maintained and reviewed at site evaluations and desk audits.
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.	Administrative and Site Program Managers and clinical staff at 2937, 2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908	Protocols maintained and reviewed at site evaluations.
1. G	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance using/abusing including smoking. **Family Planning Councils of America (FPCA) Performance Measure.**	Site Program Managers and Medical Directors at 2937, 2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908	Protocols and referral policies maintained and reviewed during site evaluations.

Statement of Work (SOW)
1/1/2010 to 12/31/2010
Administrative Goal and Objectives

EXHIBIT C

Agency Number: 1316

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

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

Objective 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 1H.

Number	Activity	Job Title	Evaluation
1. H	Maintain a Continuous Quality Improvement (CQI) 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.	Site Program Managers and Medical Directors at 2937, 2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908	Activities of the Continuous Quality Improvement (CQI) medical team maintained and reviewed at site evaluations.

Statement of Work (SOW)
1/1/2010 to 12/31/2010
Clinical Goal and Objectives

EXHIBIT C

Agency Number: 1316

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

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

Objective 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 1G.

Number	Activity	# of Clients	Job Title	Evaluation
1. A	Document and report the poverty status of family planning clients.	29609	Site Program Managers at 2937, 2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908,	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 for female clients.	26056	Site Program Managers, Medical Directors and clinicians at 2937,2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908,	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations.
1. C	Provide family planning education and medical services for male clients.	3553	Site Program Managers, Medical Directors and clinicians at 2937,2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908,	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations.
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.**		Site Program Managers, Medical Directors and clinicians at 2937,2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908,	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.**		Site Program Managers, Medical Directors and clinicians at 2937,2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908,	CQI activities maintained and reviewed and chart audits performed during site evaluations.
1.F	All clients with positive STD/HIV tests will be notified of abnormal test results within two weeks of the lab results return and followed-up for counseling and treatment.		Site Program Managers, Medical Directors and clinicians at 2937,2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908,	Screening and testing reported in Semi-Annual Reports(SPR)and followings verified through CQI at site evaluations.

Statement of Work (SOW)
1/1/2010 to 12/31/2010
Clinical Goal and Objectives

EXHIBIT C

Agency Number: 1316

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

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

1.G	All clients with an abnormal finding on their pap smear should be followed for further evaluation. **FPCA Performance Measure.**	Site Program Managers, Medical Directors and clinicians at 2937,2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908,	CQI activities maintained and reviewed and chart audits performed during site evaluations.

Objective 2: Provide family planning education and medical services to high-risk, hard-to-reach populations by December 31, 2010, as evidenced by completion of activity 2A.

Number	Activity	# of Clients	Job Title	Evaluation
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:		Site Program Managers, Medical Directors and clinicians at 2937,2965,7995,8248,8249,2947,9017,9018,2912,8403,9067,2908,	As documented in Semi-Annual Progress Report (SPR) and reviewed at site evaluations.
	Homeless Individuals	100		
	Substance-Using/Abusing Individuals	20		
	Individuals with Disabilities	10		
	Individuals with Limited English Proficiency (LEP)	15000		
	Migrant Workers	0		
	Males	3553		
	Adolescents (17 & under)	1200		
	Total Clients Served	**19,883**		

Notes for Objective 2A:
1. You must enter #'s into at least four(4) identified categories
2. Individuals may be entered into multiple populations

Statement of Work (SOW)
1/1/2010 to 12/31/2010
Adolescent Services Goal and Objectives

EXHIBIT C

Agency Number: 1316

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

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

Objective 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.

Number	Activity	Job Title	Evaluation
1. A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.	Site Program Managers, Medical Directors and clinicians, Health Educators and assigned Adolescent peer educators at 2937, 2965, 7995, 8248, 8249,2947,9017,9018,2912,8403,9067,2908,	Documentation of counseling maintained in charts and reviewed at site evaluations.
1. B	Provide counseling to minors on how to resist coercive attempts to engage in sexual activity.	Site Program Managers, Medical Directors and clinicians, Health Educators and assigned Adolescent peer educators at 2937, 2965, 7995, 8248, 8249,2947,9017,9018,2912,8403,9067,2908,	Protocols maintained and reviewed and adolescent client chart audits performed at site evaluations.
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.**	Site Program Managers, Medical Directors and clinicians, Health Educators and assigned Adolescent peer educators at 2937, 2965, 7995, 8248, 8249,2947,9017,9018,2912,8403,9067,2908,	Protocols maintained and reviewed and chart audits performed at site evaluations.
1. D	Report child abuse as required by state law.	Site Program Managers, Medical Directors and clinicians, Health Educators and assigned Adolescent peer educators at 2937, 2965, 7995, 8248, 8249,2947,9017,9018,2912,8403,9067,2908,	Protocols maintained and reviewed annually and chart audits performed at site evaluations.

Statement of Work (SOW)
1/1/2010 to 12/31/2010
Community Education Goal and Objectives

EXHIBIT C

Agency Number: 1316

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

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

Objective 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 1E.

Number	Activity	# of Clients	Job Title	Evaluation
1. A	Maintain and implement a Community Education and Outreach Plan that increases community knowledge of reproductive health and family planning services to the community. Activities include: general outreach, partnership activities and mass marketing (Exhibit B).	6100	Site Program Managers, health education staff with community partners at 2937,2965,7995,8248, 8249,2947,9017,9018,2912,8403, 9067,2908,	Community Education and Outreach Plan maintained, updated, and reviewed at site evaluations.
1. B	Provide general outreach to individuals as stated in the Community Education and Outreach Plan (Exhibit B,Section I).	3500	Site Program Managers, health education staff with community partners at 2937,2965,7995,8248, 8249,2947,9017,9018,2912,8403, 9067,2908	As documented in the Semi-Annual Progress Report (SPR) and verified at site evaluations.
1. C	Provide education and outreach to individuals at partnership agencies as stated in the Community and Education and Outreach Plan (Data will be automatically populated from information you enter in Exhibit B, Section II).	100	Site Program Managers, health education staff with community partners at 2937,2965,7995,8248, 8249,2947,9017,9018,2912,8403, 9067,2908	As documented in the Semi-Annual Progress Report (SPR) and verified at site evaluations.
1. D	Conduct mass marketing activities as stated in the Community Education and Outreach Plan (Exhibit B, Section III).	2500	Site Program Managers, health education staff with community partners at 2937,2965,7995,8248, 8249,2947,9017,9018,2912,8403, 9067,2908,	As documented in the Semi-Annual Progress Report (SPR) and verified at site evaluations.
1. E	An Advisory Committee of 5-9 representative community members will review and approve new educational materials developed and /or made available by the agency on annual basis.		Site Program Managers, health education staff with community partners at 2937,2965,7995,8248, 8249,2947,9017,9018,2912,8403, 9067,2908,	Advisory meeting minutes and materials review maninatained and reviwed at site evaluation.

Statement of Work (SOW)
1/1/2010 to 12/31/2010
Financial Management Goal and Objectives

EXHIBIT C

Agency Number: 1316

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

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

Objective 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.

Number	Activity	Job Title	Evaluation
1. A	Develop a line item budget by site for the period of January 1, 2010 to December 31, 2010 and submit modifications as necessary during designated periods.	Administrative and Site Program and Fiscal Managers, at 2937,2965,7995,8248,8249,2947, 9017,9018,2912,8403,9067,2908	Line item budget by site and necessary modifications submitted.
1. B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR) and include the following: - Budgetary control procedures- Accounting systems and reports - Purchasing/inventory control/ property management - Charges, billing and collection procedures	Administrative and Site Program and Fiscal Managers, at 2937,2965,7995,8248,8249,2947, 9017,9018,2912,8403,9067,2908	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.	Administrative and Site Program and Fiscal Managers, at 2937,2965,7995,8248,8249,2947, 9017,9018,2912,8403,9067,2908	Sliding fee scale developed, implemented and reviewed at site evaluations.
1. D	Complete all financial reporting requirements as detailed by the contract.	Administrative and Site Program and Fiscal Managers, at 2937,2965,7995,8248,8249,2947, 9017,9018,2912,8403,9067,2908	All financial reports submitted on time as required.

1/1/2010 to 12/31/2010

Agency Number: 1316

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

Exhibits

Community Education and Outreach Partnering Plan for Family Planning

Total number of general outreach activities(Section I):	3,500
Total number of partnering activities (Section II):	100
Total number of mass marketing activities (Section III):	2,500
Total Number of individuals reached in Community and Education Outreach Partnering Pl	6,100

Section 1: General Outreach Projected Outreach Plan for Entire Family Planning Program

# of individuals reached 3500

Type of Agency/Outreach Venue	Population Reached	Type of Educ./Presentation	Method of Evaluating Success
X community group	X homeless individuals	X abstinence	X sign-in sheets maintained and compared to projected numbers
X middle or high school	X substance using individuals	X STDs/HIV	X pre and post tests to assess changes in knowledge
community college or university		X family planning and contraceptive methods	X post presentation participant evaluations
X faith based organization	X individuals with disabilities		X assessment of number of people who visit clinic as a result of outreach (intake surveys, questionnaires)
X social service agency	X individuals with limited English proficiency	X life skills	X regular meetings with outreach venue organization to discuss progress and challenges
X WIC center	migrant workers	X services provided/making appointments	other(specify)
migrant camp or services organization	X males	other(specify)	
detention/incarceration center	X adolescents		
job training center/program			
parenting program			
business or workplace			
X homeless shelter			
X substance abuse treatment/recovery center			
X women's shelters			
other (specify)			

Section 2: Partnering Plan Name: South Los Angeles Health Projects

EXHIBIT C

# of individuals reached 100

Type of Agency/Outreach Venue	Population Reached	Type of Educ./Presentation	Method of Evaluating Success
X community group	homeless individuals	X abstinence	X sign-in sheets maintained and compared to projected numbers
middle or high school	substance using individuals	X STDs/HIV	X pre and post tests to assess changes in knowledge
community college or university		X family planning and contraceptive methods	post presentation participant evaluations
faith based organization	individuals with disabilities		X assessment of number of people who visit clinic as a result of outreach (intake surveys, questionnaires)
X social service agency	individuals with limited English proficiency	X life skills	
WIC center	migrant workers	X services provided/making appointments	X regular meetings with outreach venue organization to discuss progress and challenges
migrant camp or services organization	males		
detention/incarceration center	adolescents	other(specify)	other(specify)
job training center/program			
parenting program			
business or workplace			
homeless shelter			
substance abuse treatment/recovery center			
women's shelters			
other (specify)			

Section 3: Mass Marketing

Mass Marketing	# of Individual Reached	Method of Evaluating Sucess
X Health Fairs	2,500	X Distribution of Educational Materials
X Street Outreach		X Sign in Sheets
Concerts		X Estimated Audiences
Radio		
TV		
Print Media		
X Internet Websites		
X Community Events		

EXHIBIT C

1/1/2010 to 12/31/2010

Agency Number: 1316

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

List all approved Title X-funded family planning program service sites.

Site Name and Address: Harbor-UCLA Research & Education Center, Women's Health C
1000 W. Carson Street Bldg N28
Torrance 90509

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
90245,90250	X Urban X Suburban	X Medical X Community Educ X Health Education	Mon: X X - Tue : X X - Wed: X X - Thu : X X - Fri : X X - Sat : - - - Sun : - - -	7433	7570	1376565309

Site Name and Address: Bellflower Health Center
10005 E. Flower Avenue
Bellflower 90706

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
90241, 90242, 90280, 90650,90701,90703,90706,90723,90805,91745	X Urban X Suburban	X Medical X Community Educ X Health Education	Mon: X X - Tue : X X - Wed: X X - Thu : X X - Fri : X X - Sat : - - - Sun : - - -	553	343	1932115375

Site Name and Address: Antelope Valley Health Center
335 B East Avenue, K-6 High Desert Health System
Lancaster 93535

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
93510,93530,93532,93534,93535,93536,93543,93550,93551,93552,93553,93560,93591	X Rural X Suburban	X Medical X Community Educ X Health Education	Mon: X - - Tue : X X - Wed: - X - Thu : - X - Fri : X - - Sat : - - - Sun : - - -	3432	3028	1497768782

1/1/2010 to 12/31/2010

Agency Number: 1316

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

List all approved Title X-funded family planning program service sites.

Site Name and Address: Mid-Valley Comprehensive Health Center
7515 Van Nuys Blvd.
Van Nuys 91405

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
91042,91201,91303,91304,91306,91331,91335,91340,91343,91344,91345,91352,91401,91402,91405,91406,91411,91504,91601,91602,91604,91605,91606,91607,93550	X Suburban	X Medical X Community Educ X Health Education	Mon: X X X Tue : X X X Wed: X X X Thu : X X X Fri : X X - Sat : - - - Sun : - - -	4573	4544	1265440010

Site Name and Address: H. Claude Hudson Comprehensive Health Center
2829 S. Grand Avenue
Los Angeles 90007

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
90007	X Urban X Suburban	X Medical X Community Educ X Health Education	Mon: - - - Tue : X X - Wed: X X - Thu : X X - Fri : - - - Sat : X X - Sun : - - -	4757	4117	1053384715

Site Name and Address: El Monte Comprehensive Health Center
10953 Ramona Blvd.
El Monte 91731

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
91731	X Suburban	X Medical X Community Educ X Health Education	Mon: X X - Tue : - - - Wed: X X - Thu : - - - Fri : X X - Sat : X X - Sun : - - -	2482	1226	1881607547

EXHIBIT C

1/1/2010 to 12/31/2010

Agency Number: 1316

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

List all approved Title X-funded family planning program service sites.

Site Name and Address: Edward R. Roybal Comprehensive Health Center
245 S. Fetterly Street
Los Angeles 90022

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
90022	X Suburban	X Medical X Community Educ X Health Education	Mon: X X - Tue : - - - Wed: - - - Thu : X X - Fri : - - - Sat : X X - Sun : - - -	1345	2905	1083627749

Site Name and Address: Hubert H. Humphrey Comprehensive Health Center
5850 S. Main Street
Los Angeles 90003

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
90003	X Suburban	X Medical X Community Educ X Health Education	Mon: X X - Tue : X X - Wed: X X - Thu : - - - Fri : X X - Sat : X X - Sun : - - -	2730	1829	1497761324

Site Name and Address: Long Beach Comprehensive Health Center
1333 Chestnut Blvd.
Long Beach 90813

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
90813	X Urban	X Medical X Community Educ X Health Education	Mon: X X - Tue : X X - Wed: X X - Thu : X X - Fri : X X - Sat : - - - Sun : - - -	1503	877	1063426898

EXHIBIT C

1/1/2010 to 12/31/2010

Agency Number: 1316

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

List all approved Title X-funded family planning program service sites.

Site Name and Address: Glendale Health Center
501 N. Glendale Avenue
Glendale 91206

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
91206	X Urban X Suburban	X Medical X Community Educ X Health Education	Mon: X X - Tue : X X - Wed: X X - Thu : X X - Fri : X X - Sat : - - - Sun : - - -	767	981	1992713499

Site Name and Address: San Fernando Health Center
1212 Pico Street
San Fernando 91340

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
91340	X Suburban	X Medical X Community Educ X Health Education	Mon: X X X Tue : X X X Wed: X X X Thu : X X X Fri : X X - Sat : - - - Sun : - - -	1951	1946	1376556555

Site Name and Address: Wilmington Family Health Center
1325 Broad Street
Wilmington 90744

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
90744	X Urban	X Medical X Community Educ X Health Education	Mon: X X - Tue : X X - Wed: X X - Thu : X X - Fri : X X - Sat : X - - Sun : - - -	523	242	1225044662

EXHIBIT C

1/1/2010 to 12/31/2010

Agency Number: 1316

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

List all approved Title X-funded family planning program service sites.

Site Name and Address: Los Angeles Dept. of Health Services
313 N. Figueroa Street Room 704
Los Angeles 90012

County: Los Angeles

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planing Clinic Hours Days AM PM Evn	# of Users in 2008	Projected Users in 2010	NPI Number
90022	X Urban	X Admin Office	Mon: X - - Tue : X - - Wed: X - - Thu : X - - Fri : X - - Sat : - - - Sun : - - -	0	1	0000000000
	Total			**32049**	**29609**	

Family Planning Services
Budget Summary

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

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Total Amount Required	Source of Fund	
		Applicant and Other	Allocated from CFHC
Salaries and Wages			
Physician	224,940	192,362	32,578
Mid-Level Practitioners	841,974	690,655	151,319
Other Health Personnel	1,346,582	987,658	358,924
Ancillary Personnel	0	0	0
Administration Staff	804,535	694,817	109,718
Fringe Benefits	600,724	480,071	120,654
Fringe Benefits Adjustments	510,419	510,248	171
Total Personnel Service	4,329,174	3,555,811	773,364
Patient Care			
Clinical Services	46,726	46,726	0
Laboratory Services	58,393	58,393	0
Total Patient Care	105,119	105,119	0
Equipment			
Equipment	0	0	0
Total Equipment	0	0	0
Other Costs			
Consultants	0	0	0
Medical Supplies	640,889	599,586	41,303
Office Supplies	43,741	35,338	8,403
Duplication and Printing	11,350	6,450	4,900
Health and Educational Supplies	26,470	5,286	21,184

Family Planning Services
Budget Summary

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

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Total Amount Required	Source of Fund Applicant and Other	Source of Fund Allocated from CFHC
Utilities and Communication	7,050	7,050	0
Travel Expense	25,969	18,862	7,107
Lease/Rental Expense	30,882	30,882	0
Other Expense	91,829	49,192	42,637
Approved Indirect Cost	440,195	419,909	20,286
Total Other Costs	1,318,375	1,172,555	145,820
Total Budget	5,752,668	4,833,485	919,184
CY 2010 FPS Agency Allocation			919,184

Summary of Applicant and Other Sources	Amount
General Funds	465,214
Subtotal Applicant Funds	465,214
Family PACT Fee	
Family PACT Fee for Service (FFS)	3,909,385
Subtotal Family PACT Fee	3,909,385
Medi-CAL	
Medi-CAL	277,474
Subtotal Medi-CAL	277,474
Other Federal Grants	
Medicaid	0
Medicare (Title XVIII)	0
Title V (MCH Block Grant)	0
Bureau of Primary Health Care	0
Social Services Block Grant (Title XX)	0
Subtotal Other Federal Grants	0

Family Planning Services
Budget Summary

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

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Summary of Applicant and Other Sources	Amount
State Government Grants	
State Grants (Specify):	
	0
Subtotal State Government Grants	0
Local Government Grants	
Local Grants (Specify):	
	0
Subtotal Local Government Grants	0
Third Party Payers	
Patient Fees	73,412
Donations	48,000
Private Insurance	60,000
Subtotal Private Grants	181,412
Private Grants	
	0
Subtotal Other Third Party	0
Total Applicant and Other Source of Revenue	4,833,485

Exhibit D

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

Site Number: 2908

Site Name: Harbor-UCLA Research & Education Center, Women's Health Care

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	18,000
Other Health Personnel	58,840
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	**76,840**
Fringe Benefits	14,484
Fringe Benefits Adjustments	10,105
Total Fringe Benefits	**24,589**
Clinical Services	0
Laboratory Services	0
Total Patient Care	**0**
Equipment	0
Total Equipment	**0**
Consultants	0
Medical Supplies	30,630
Office Supplies	2,000
Duplication and Printing	400
Health and Educational Supplies	13,784
Utilities and Communication	0
Travel Expense	3,300
Lease/Rental Expense	0
Other Expense	1,110
Approved Indirect Cost	20,286
Total Other Costs	**71,510**
Total CFHC Allocation	**172,939**

Exhibit D

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

Site Number: 2912

Site Name: Bellflower Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	10,598
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	10,598
Fringe Benefits	1,998
Fringe Benefits Adjustments	2,460
Total Fringe Benefits	4,458
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	150
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	50
Utilities and Communication	0
Travel Expense	400
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	600
Total CFHC Allocation	15,656

Exhibit D

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

Site Number: 2937

Site Name: Antelope Valley Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	29,579
Other Health Personnel	0
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	**29,579**
Fringe Benefits	5,576
Fringe Benefits Adjustments	10,841
Total Fringe Benefits	**16,417**
Clinical Services	0
Laboratory Services	0
Total Patient Care	**0**
Equipment	0
Total Equipment	**0**
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	0
Lease/Rental Expense	0
Other Expense	28,577
Approved Indirect Cost	0
Total Other Costs	**28,577**
Total CFHC Allocation	**74,573**

Exhibit D

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

Site Number: 2947

Site Name: Mid-Valley Comprehensive Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	1,688
Other Health Personnel	102,311
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	**103,999**
Fringe Benefits	19,604
Fringe Benefits Adjustments	-19,604
Total Fringe Benefits	**0**
Clinical Services	0
Laboratory Services	0
Total Patient Care	**0**
Equipment	0
Total Equipment	**0**
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	1,000
Utilities and Communication	0
Travel Expense	2,507
Lease/Rental Expense	0
Other Expense	500
Approved Indirect Cost	0
Total Other Costs	**4,007**
Total CFHC Allocation	**108,006**

Exhibit D

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

Site Number: 2965

Site Name: H. Claude Hudson Comprehensive Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	32,578
Mid-Level Practitioners	16,318
Other Health Personnel	49,543
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	98,439
Fringe Benefits	16,206
Fringe Benefits Adjustments	11,357
Total Fringe Benefits	27,563
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	3,500
Office Supplies	2,164
Duplication and Printing	1,500
Health and Educational Supplies	3,000
Utilities and Communication	0
Travel Expense	0
Lease/Rental Expense	0
Other Expense	5,500
Approved Indirect Cost	0
Total Other Costs	15,664
Total CFHC Allocation	141,666

Exhibit D

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

Site Number: 7995

Site Name: El Monte Comprehensive Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	34,271
Other Health Personnel	18,088
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	**52,359**
Fringe Benefits	9,870
Fringe Benefits Adjustments	4,791
Total Fringe Benefits	**14,661**
Clinical Services	0
Laboratory Services	0
Total Patient Care	**0**
Equipment	0
Total Equipment	**0**
Consultants	0
Medical Supplies	2,500
Office Supplies	1,582
Duplication and Printing	1,000
Health and Educational Supplies	800
Utilities and Communication	0
Travel Expense	0
Lease/Rental Expense	0
Other Expense	2,800
Approved Indirect Cost	0
Total Other Costs	**8,682**
Total CFHC Allocation	**75,702**

Exhibit D

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

Site Number: 8248

Site Name: Edward R. Roybal Comprehensive Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	17,136
Other Health Personnel	13,566
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	30,702
Fringe Benefits	5,787
Fringe Benefits Adjustments	2,810
Total Fringe Benefits	8,597
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	1,800
Office Supplies	830
Duplication and Printing	500
Health and Educational Supplies	300
Utilities and Communication	0
Travel Expense	0
Lease/Rental Expense	0
Other Expense	600
Approved Indirect Cost	0
Total Other Costs	4,030
Total CFHC Allocation	43,329

Exhibit D

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

Site Number: 8249

Site Name: Hubert H. Humphrey Comprehensive Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	34,327
Other Health Personnel	24,304
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	**58,631**
Fringe Benefits	11,052
Fringe Benefits Adjustments	5,365
Total Fringe Benefits	**16,417**
Clinical Services	0
Laboratory Services	0
Total Patient Care	**0**
Equipment	0
Total Equipment	**0**
Consultants	0
Medical Supplies	2,200
Office Supplies	1,627
Duplication and Printing	1,400
Health and Educational Supplies	2,200
Utilities and Communication	0
Travel Expense	0
Lease/Rental Expense	0
Other Expense	3,550
Approved Indirect Cost	0
Total Other Costs	**10,977**
Total CFHC Allocation	**86,025**

Exhibit D

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

Site Number: 8403

Site Name: Long Beach Comprehensive Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	15,796
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	**15,796**
Fringe Benefits	2,978
Fringe Benefits Adjustments	3,665
Total Fringe Benefits	**6,643**
Clinical Services	0
Laboratory Services	0
Total Patient Care	**0**
Equipment	0
Total Equipment	**0**
Consultants	0
Medical Supplies	473
Office Supplies	200
Duplication and Printing	100
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	860
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	**1,633**
Total CFHC Allocation	**24,072**

Exhibit D

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

Site Number: 9017

Site Name: Glendale Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	22,446
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	**22,446**
Fringe Benefits	4,231
Fringe Benefits Adjustments	-3,709
Total Fringe Benefits	**522**
Clinical Services	0
Laboratory Services	0
Total Patient Care	**0**
Equipment	0
Total Equipment	**0**
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	0
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	**0**
Total CFHC Allocation	**22,968**

Exhibit D

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

Site Number: 9018

Site Name: San Fernando Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	41,159
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	**41,159**
Fringe Benefits	7,758
Fringe Benefits Adjustments	-7,758
Total Fringe Benefits	**0**
Clinical Services	0
Laboratory Services	0
Total Patient Care	**0**
Equipment	0
Total Equipment	**0**
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	0
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	**0**
Total CFHC Allocation	**41,159**

Exhibit D

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

Site Number: 9067

Site Name: Wilmington Family Health Center

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	2,273
Ancillary Personnel	0
Administration Staff	0
Total Salaries and Wages	**2,273**
Fringe Benefits	428
Fringe Benefits Adjustments	530
Total Fringe Benefits	**958**
Clinical Services	0
Laboratory Services	0
Total Patient Care	**0**
Equipment	0
Total Equipment	**0**
Consultants	0
Medical Supplies	50
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	50
Utilities and Communication	0
Travel Expense	40
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	**140**
Total CFHC Allocation	**3,371**

Exhibit D

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

Site Number: 9200

Site Name: Los Angeles Dept. of Health Services

Budget Period: Start Date: 1/1/2010 Ending Date: 12/31/2010

Budget Category	Allocated from CFHC
Physicians	0
Mid-Level Practitioners	0
Other Health Personnel	0
Ancillary Personnel	0
Administration Staff	109,718
Total Salaries and Wages	109,718
Fringe Benefits	20,682
Fringe Benefits Adjustments	-20,682
Total Fringe Benefits	0
Clinical Services	0
Laboratory Services	0
Total Patient Care	0
Equipment	0
Total Equipment	0
Consultants	0
Medical Supplies	0
Office Supplies	0
Duplication and Printing	0
Health and Educational Supplies	0
Utilities and Communication	0
Travel Expense	0
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
Total Other Costs	0
Total CFHC Allocation	109,718

EXHIBIT II

Contract # H703109-3

FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day of _____, 2010,

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

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

WHEREAS, reference is made to that certain document entitled "FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT", dated January 1, 2008, further identified as Agreement No. H703109, between County and JWCH Institute, Inc. (JWCH)) (“Contractor”), and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, the Department has received its Calendar Year(CY) 2010 Title X Family Planning Services allocation; and

WHEREAS, the Department has determined that County’s Maximum Obligation must be decreased to align with the CY 2010 Title X allocation as set forth in the CY 2010 Title X Family Planning Services Agreement between the County and the California Family Health Council ("CFHC"); and

WHEREAS, the CY 2010 Title X Family Planning Services Agreement between the County and the CFHC institutes a five percent (5%) reduction in the allocation,

should County submit its Statement of Revenue and Expenditure Reports late more than three (3) times during the contract period; and

WHEREAS, the CY 2010 Title X Family Planning Services Agreement also institutes an additional five percent (5%) reduction in the allocation, should County submit its Statement of Revenue and Expenditure Reports late more than six (6) times during the contract period, which may result in termination of the Agreement; and

WHEREAS, as a subcontractor to the County for Family Planning Services. Contractor must submit to County its Statement of Revenue and Expenditure Reports in a timely manner to enable County to meet its obligations under the CY 2010 Family Planning Services Agreement with the CFHC; and

WHEREAS, the parties desire to add these new reporting requirements and adjust the maximum obligation of this Agreement, consistent with the Title X Family Planning Services Agreement between County and the CFHC; and,

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

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective January 1, 2010.

2. Agreement, Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph C shall be revised, and Subparagraph E shall be added, as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

"C. County's maximum obligation to Contractor for the provision of Federal Title X funded Family Planning Services for the period of

January 1, 2010 through December 31, 2010, shall not exceed Three Hundred Forty-Six Thousand, Seven Hundred Twenty-Two Dollars ($346,722).

E. If Contractor fails to submit the Statement of Revenue and Expenditure Report in accordance with the DATA REPORTING, STORAGE, AND RETRIEVAL of this Agreement, and the SPECIAL REPORTING REQUIREMENTS of the ADDITIONAL PROVISIONS, County, in its sole discretion, may reduce the Maximum Obligation set forth in this Paragraph 3. . County shall assess not as penalty, but as liquidated damages, the amounts set forth in Paragraph 12 below. Notwithstanding any other provision of this Agreement, Contractor's failure to comply with the requirements set forth in Paragraph 12 will be considered a material breach of this Agreement upon which County may immediately terminate this Agreement."

3. Agreement, Paragraph 27, NOTICES, first paragraph shall be revised, as follows:

"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, and/or via electronic mail, (as directed by County), 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 (10) days prior written notice thereof to the parties."

To County:	3	Department of Health Services Office of Ambulatory Care 5555 Ferguson Drive, Suite 210-01 Commerce, California 90022 gmcginley@dhs.lacounty.gov
Attention:		Director
To Contractor:	4	JWCH Institute, Inc. 1910 West Sunset Boulevard, Suite 650 Los Angeles, California 90026-3290 aballesteros@jwchinstitute.org
Attention:		Executive Director

4. Additional Provisions, Paragraph 12, SPECIAL REPORTING REQUIREMENTS, shall be revised as follows:

"12. SPECIAL REPORTING REQUIREMENTS: Contractor shall submit to County the following required reports in compliance with the dates and conditions specified herein below.

A. Quarterly: Statement of Revenue Expenditure Reports ("SRER"), including submission of General Ledger backup of Title X Family Planning expenditures, shall be submitted no later than the following dates:

April 9, 2010
July 9, 2010
October 8, 2010
January 10, 2011

(1). If a submission date falls on a holiday, the report(s)

shall be submitted on the first business day prior to the specified submission date.

(2). If Contractor fails to submit a report in accordance with the timeline specified, or by special request, more than three (3) times during the term of the Agreement, County, in its sole discretion, may institute a five percent (5%) reduction in the County's Maximum Obligation

(3). If Contractor fails to submit a report in the timeline specified, or by special request, more than six (6) times during the term of the Agreement, County, in its sole discretion, may institute an additional five percent (5%) reduction in the County's Maximum Obligation.

(4). In the event that Contractor fails to submit any required report in accordance with the dates set forth herein, Contractor shall not be eligible for supplemental funding should such funding become available during the term of the Agreement.

(5). Contractor's failure to submit reports in the timeline specified, will be considered a material breach of this Agreement upon which County may immediately terminate this Agreement.

B. Semi-Annual Reports: Title X Family Planning Annual Report ("FPAR") and Progress Reports are due as directed by County. County shall notify Contractor thirty (30) days in advance

of submission due date(s) via electronic mail as directed by County.

C. Annual Reports: Program Reviews are due as directed by County. County shall notify Contractor thirty (30) days in advance of submission due date(s) via electronic mail as directed by the County.

D. FPCA Performance Measures: Contractor shall submit data as directed by County. County shall notify Contractor thirty (30) days in advance of submission due date(s) via electronic mail as directed by the County.

E. Special Reports, Surveys, Questionnaires: Contractor shall submit reports and/or data as requested by County and/or California Family Health Council, Inc., in accordance with the timeline established by County and/or CFHC. Failure to submit the required or requested reports or data may result in a withholding of outstanding payment request by County, in its sole discretion, of Title X funds under this Agreement. Failure to submit the required or requested reports or data will be a material breach of the Agreement upon which County may immediately terminate this Agreement.

County may require Contractor's preparation of additional special reports upon thirty (30) day advance notice or as soon as County is made aware of such request by CFHC. County will make

reasonable efforts to provide as much notice of submission due dates of special reports while complying with CFHC's requests and timelines.

F. Other Funding Sources: Insofar as they directly affect the herein described Department of Health Services' Basic Contraceptive Services or Special Projects or "Title X Family Planning Program", Contractor must notify County immediately, in writing, of any other grants or contracts directly affecting Title X services provided during the term of this Agreement. Notification must include the name of the funding sources, grant, or contract, the amount of the grant, or contract, and a brief description of the services to be provided."

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

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

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

COUNTY OF LOS ANGELES

By_____

John F. Schunhoff, Ph.D
Interim Director

JWCH INSTITUTE, Inc.
Contractor

By _____
Signature

_____
Printed Name

Title _____

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT III

Contract # H703108-3

FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day of _____, 2010,

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

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

WHEREAS, reference is made to that certain document entitled "FAMILY PLANNING PROGRAM SUBCONTRACT AGREEMENT", dated January 1, 2008, further identified as Agreement No. H703108, between County and Los Angeles Bio-Medical Research Institute (LA Bio-Med) (“Contractor”), and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, the Department has received its Calendar Year(CY) 2010 Title X Family Planning Services allocation; and

WHEREAS, the Department has determined that County’s Maximum Obligation must be decreased to align with the CY 2010 Title X allocation as set forth in the CY 2010 Title X Family Planning Services Agreement between the County and the California Family Health Council (“CFHC”); and

WHEREAS, the CY 2010 Title X Family Planning Services Agreement between

the County and the CFHC, institutes a five percent (5%) reduction in the allocation, should County submit its Statement of Revenue and Expenditure Reports late more than three (3) times during the contract period; and

WHEREAS, the CY 2010 Title X Family Planning Services Agreement also institutes an additional five percent (5%) reduction in the allocation, should County submit its Statement of Revenue and Expenditure Reports late more than six (6) times during the contract period, which may result in termination of the Agreement; and

WHEREAS, as a subcontractor to the County for Family Planning Services, Contractor must submit to County its Statement of Revenue and Expenditure Reports in a timely manner to enable County to meet its obligations under the CY 2010 Family Planning Services Agreement with CFHC; and

WHEREAS, the parties desire to add these new reporting requirements and adjust the maximum obligation of this Agreement, consistent with the Title X Family Planning Services Agreement between County and the CFHC; and

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

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective January 1, 2010.

2. Agreement, Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph C shall be revised, and Subparagraph E shall be added, as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

"C. County’s maximum obligation to Contractor for the provision

of Federal Title X funded Family Planning Services for the period of January 1, 2010 through December 31, 2010, shall not exceed One Hundred Seventy-Two Thousand, Nine Hundred Thirty-Nine Dollars ($172,939).

E. If Contractor fails to submit the Statement of Revenue and Expenditure Report in accordance with the DATA REPORTING, STORAGE, AND RETRIEVAL of this Agreement, and the SPECIAL REPORTING REQUIREMENTS of the ADDITIONAL PROVISIONS, County, in its sole discretion, may reduce the Maximum Obligation set forth in this paragraph 3. County shall assess not as penalty, but as liquidated damages, the amounts set forth in Paragraph 12 below. Notwithstanding any other provision of this Agreement, Contractor's failure to comply with the requirements set forth in Paragraph 12 will be considered a material breach of this Agreement upon which County may immediately terminate this Agreement."

3. Agreement, Paragraph 26, NOTICES, first paragraph shall be revised, as follows:

"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, and/or via electronic mail, (as directed by County), 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 (10) days prior written notice thereof to the parties."

To County:	3	Department of Health Services Office of Ambulatory Care 5555 Ferguson Drive, Suite 210-01 Commerce, California 90022 gmcginley@dhs.lacounty.gov
Attention:		Director
To Contractor:	4	Los Angeles BioMedical Research Institute 1124 West Carson Street, Bldg., N14 Room 6, Suite 650 Torrance, California 90502 dmeyer@labiomed.org
Attention:		Executive Director

4. Additional Provisions, Paragraph 12, SPECIAL REPORTING REQUIREMENTS, shall be revised as follows:

"12. SPECIAL REPORTING REQUIREMENTS: Contractor shall submit to County the following required reports in compliance with the dates and conditions specified herein below.

A. Quarterly: Statement of Revenue Expenditure Reports (SRER), including submission of General Ledger backup of Title X Family Planning expenditures, shall be submitted no later than the following dates:

April 9, 2010
July 9, 2010
October 8, 2010
January 10, 2011

(1). If a submission date falls on a holiday, the report(s) shall be submitted on the first business day prior to the specified submission date.

(2). If Contractor fails to submit a report in accordance with the timeline specified, or by special request, more than three (3) times during the term of the Agreement, County, in its sole discretion, may institute a five percent (5%) reduction in the County's Maximum Obligation.

(3). If Contractor fails to submit a report in the timeline specified, or by special request, more than six (6) times during the term of the Agreement, County, in its sole discretion, may institute an additional five percent (5%) reduction in the County's Maximum Obligation.

(4). In the event that Contractor fails to submit any required report in accordance with the dates set forth herein, Contractor shall not be eligible for supplemental funding should such funding become available during the term of the Agreement.

(5). Contractor's failure to submit reports in the timeline specified, will be considered a material breach of this Agreement upon which County may immediately terminate this Agreement.

B. Semi-Annual Reports: Title X Family Planning Annual Report (FPAR) and Progress Reports are due as directed by

County. County shall notify Contractor thirty (30) days in advance of submission due date(s) via electronic mail.

C. Annual Reports: Program Reviews are due as directed by County. County shall notify Contractor thirty (30) days in advance of submission due date(s) via electronic mail as directed by the County.

D. FPCA Performance Measures: Contractor shall submit data as directed by County. County shall notify Contractor thirty (30) days in advance of submission due date(s) via electronic mail as directed by the County.

E. Special Reports, Surveys, Questionnaires: Contractor shall submit reports and/or data as requested by County and/or California Family Health Council, Inc., in accordance with the timeline established by County and/or CFCH. Failure to submit the required or requested reports or data may result in a withholding of outstanding payment requested by County, in its sole discretion, of Title X funds under this Agreement. Failure to submit the required or requested reports or data will be a material breach of the Agreement upon which County may immediately terminate this Agreement.

County may require Contractor's preparation of additional special reports upon thirty (30) day advance notice or as soon as County is made of aware of such request by CFHC. County will

make reasonable efforts to provide as much advance notice of submission due dates of special reports while complying with CFHC's requests and timelines.

F. Other Funding Sources: Insofar as they directly affect the herein described Department of Health Services' Basic Contraceptive Services or Special Projects or "Title X Family Planning Program", Contractor must notify County immediately, in writing, of any other grants or contracts directly affecting Title X services provided during the term of this Agreement. Notification must include the name of the funding sources, grant, or contract, the amount of the grant, or contract, and a brief description of the services to be provided."

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

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____

John F. Schunhoff, Ph.D
Interim Director

LOS ANGELES BIO-MEDICAL RESEARCH INSTITUTE (LA BIO-MED)_____
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY COUNSEL