THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

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

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

November 13, 2003

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:

APPROVE TWO HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE AGREEMENTS
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign two agreements, one with AltaMed Health Services Corporation and one with Palms Residential Care Facility, substantially similar to Exhibits I (form agreement) and II (Additional Provisions), to develop community consortia participation in the early diagnosis and treatment of HIV/AIDS serving the African-American and Latino communities, for a total maximum County obligation of $750,000 for each provider, totaling $1,500,000, offset by $1,200,000 in federal Centers for Disease Control and Prevention (CDC) funds, for a total net County cost of $300,000, effective upon Board approval through November 30, 2006.

PURPOSE/JUSTIFICATION OF THE RECOMMEND ACTION:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign agreements with AltaMed Health Services Corporation (AltaMed), and with Palms Residential Care Facility (Palms) to develop community consortia participation in the early diagnosis and treatment of HIV/AIDS, effective on the date of Board approval through November 30, 2006, for a total maximum County obligation of $1,500,000, offset by $1,200,000 in CDC funds, for a total net County cost of $300,000, with services directed towards serving the African-American and Latino communities.

In Los Angeles County, the HIV/AIDS epidemic disproportionately impacts communities of color. African-Americans consistently have the highest AIDS case rate whereas Latinos represent the largest absolute number of new AIDS cases. Local HIV seroprevalence studies show rates higher within each gender and risk category for African-Americans than for any other group. Studies also suggest that African-American and Latinos obtain HIV testing and receive AIDS diagnosis later in the disease progression on average than do Caucasians, Asian-Americans, and Pacific Islanders. Approval of the agreements with AltaMed, and Palms, will enable the Department of Health Services (DHS or Department) to provide HIV/AIDS services to the African-American and Latino communities countywide.

Current County policy and guidelines require timely submission of contracts for Board approval. However, this request was delayed for several reasons. The initial results of the Request for Proposal (RFP), conducted in the fall of 2001, were challenged which resulted in a second round of reviews. DHS experienced a longer than expected period to negotiate acceptable agreements with Palms and AltaMed. Subsequently, the agreements were on your Board's July 29, 2003 agenda for approval. Additional questions were raised which necessitated the item being referred back to the Department for further refinement.

FISCAL IMPACT/FINANCING:

The total maximum County obligation under the two agreements is $750,000 for each provider, totaling $1,500,000, offset by $1,200,000 in CDC funds, for a total net County cost of $300,000. Funding is included in DHS' Fiscal Year (FY) 2003-04 Adopted Budget and will be requested in subsequent fiscal years. Payments under the agreements will be on a cost reimbursement basis.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

On October 18, 2001, the DHS released Request for Proposals (RFP) #2001-004, Capacity Building Initiative for HIV/AIDS service providers in Los Angeles County. As a result of this competitive selection process, five providers were chosen: AltaMed , Palms, Common Ground, El Proyecto del Barrio, and The Center for Non-Profit Management. Three of the five agreements were approved by the Board on February 25, 2003.

AltaMed and Palms were selected as the lead agencies to establish a community development consortium for African-American and Latino communities. In addition, both agencies were charged with working collaboratively to break through barriers that traditionally inhibit African-Americans and Latinos from uniting to form a collective voice, particularly when presenting shared issues at State and federal levels.

The task of the consortia will be to increase and improve the capacity of the communities, community based organizations, and other stakeholders, so that they can engage and develop their communities for the purpose of addressing the stigma and culture that inhibit individuals from effectively addressing behaviors that place them at risk for HIV infection, or that delay their entry into systems of HIV care.

These agreements will enhance the effective delivery of quality services along a continuum of HIV care that includes prevention.

Attachment A provides additional information.

CONTRACTING PROCESS:

On October 18, 2001, DHS released a RFP Capacity Building Initiative for HIV/AIDS Services providers in Los Angeles County. As a result of this process, five service providers were selected. AltaMed and Palms are the final two agencies to be awarded agreements pursuant to this RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these two agreements will ensure the ongoing commitment to HIV/AIDS related services in communities of color throughout Los Angeles County.

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

Respectfully submitted,

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

TLG:pm

Attachments (4)

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

ATTACHMENT A

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

HIV/AIDS community consortia participation in the early diagnosis and treatment of HIV/AIDS, all directed towards African-Americans and Latino communities.

2. AGENCY NAME AND CONTACT PERSON:

AltaMed Health Services Corporation
500 Citadel Drive, Suite 490
Los Angeles, California 90064
Attention: Mr. Castulo de la Rocha, President
Telephone/Facsimile (FAX): (323) 889-7310; (323) 889-7399

Palms Residential Care Facility
8480 South Figueroa Street
Los Angeles, California 90003
Attention: Mr. Kevin L. Pickett, President/Chief Executive Officer
Telephone/FAX: (323) 751-3330; (323) 751-2224

3 TERM:

Date of Board approval through November 30, 2006

4. FINANCIAL INFORMATION:

The total maximum County obligation under the two agreements is $750,000 for each provider, totaling $1,500,000, offset by $1,200,000 in CDC funds, for a total net County cost of $300,000. Funding is included in DHS's Fiscal Year (FY) 2003-04 Adopted Budget and will be requested as a continuing appropriation in subsequent fiscal years. Payments under the agreements will be on a cost reimbursement basis.

	DOBA-06/30/04	07/01/04-06/30/05	07/01/05-06/30/06	07/01/06-11/30/06	Total
Maximum County Obligation:	$291,666	$500,000	$500,000	$208,334	$1,500,000
Less CDC funds:	233,332	400,000	400,000	<166,668>	1,200,000
Net County Cost:	$ 58,334	$100,000	$100,000	$ 41,666	$ 300,000

5. GEOGRAPHIC AREAS SERVED:

SPAs 1 through 8.

6. ACCOUNTABLE FOR MONITORING:

Charles L. Henry, Director, Office of AIDS Programs and Policy.

7. APPROVALS:

Office of AIDS Programs and Policy:	Charles L. Henry, Director
Public Health Programs:	John F. Schunhoff, Ph.D., Chief of Operations
DHS Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel (approval as to form):	Kelly Auerbach Hassel, Deputy County Counsel

EXHIBIT I

Contract No._____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COMMUNITY DEVELOPMENT INITIATIVE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2003,

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

and _____ (hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board of Supervisors to appoint a County Health Officer, who is also the Director of County's Department of Health Services, to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy (hereafter "OAPP") under the administrative direction of County's Department of Health Services (hereafter "DHS"); and

WHEREAS, County's OAPP is responsible for County's AIDS programs and services; and

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

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, as a recipient of County AIDS funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care.

WHEREAS, as a recipient of County AIDS funds, where there is a Service Provider Network (SPN) in the SPA in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of County AIDS funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of County AIDS funds, Contractor must actively collaborate and recruit referrals from service

organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of County AIDS funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS community development initiative services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on date of Board approval and shall continue in full force and effect through June 30, 2004. Said Agreement shall thereafter be automatically renewed for two (2) twelve (12) month periods, and

one (1) five (5) month period, effective July 1, 2004 through June 30, 2005, effective July 1, 2005 through June 30, 2006, and effective July 1, 2006 through November 30, 2006, subject to the availability of federal, State, or County funding sources. If such funding sources are not forthcoming, this Agreement shall terminate June 30, 2004. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

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

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

of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

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

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

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

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

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

D. Provide to County's OAPP within forty-five (45) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, A-2, A-3, and A-4, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period date of Board approval through June 30, 2004, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Forty-Five Thousand Eight Hundred Thirty-Three Dollars

($145,833). Such maximum obligation is comprised of One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars ($116,666) in CDC funds and Twenty-Nine Thousand, One Hundred Sixty-Seven Dollars ($29,167) in Net County Cost funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period July 1, 2004 through June 30, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars ($250,000). Such maximum obligation is comprised of Two Hundred Thousand Dollars ($200,000) in CDC funds and Fifty Thousand Dollars ($50,000) in Net County Cost funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period July 1, 2005 through June 30, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Fifty Thousand Dollars ($250,000). Such maximum obligation is comprised of Two Hundred Thousand Dollars ($200,000) in CDC funds and Fifty Thousand Dollars ($50,000) in Net County Cost funds. This sum represents the total maximum

obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

D. During the period July 1, 2006 through November 30, 2006, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Four Thousand, One Hundred Sixty-Seven Dollars ($104,167). Such maximum obligation is comprised of Eighty-Three Thousand, Three Hundred Thirty-Four Dollars ($83,334) in CDC funds and Twenty Thousand, Eight Hundred Thirty-Three Dollars ($20,833) in Net County Cost funds. This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

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

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

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

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

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

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

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

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, 3, and 4, and the PAYMENT Paragraph of this Agreement.

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

Exhibits A, A-1, A-2, A-3, and A-4

Schedule 1, 2, 3, and 4

Exhibit B

8. PAYMENT-COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower

than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

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

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

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

E. Travel costs shall be reimbursed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

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

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any

claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

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

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

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

9. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

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

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to OAPP.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract.

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

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

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of

this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Office of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, Sixth Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

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

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy,

adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

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

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

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at

its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

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

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

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

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

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property,

monies, or securities entrusted to Contractor under the terms of this Agreement.

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

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

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

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

13. INSURANCE COVERAGE REQUIREMENTS:

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

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

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

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

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

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

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission,

negligent or wrongful act of Contractor, its officers or employees with limits of not less than $1 Million per occurrence and $3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

14. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at _____ _____. Contractor's primary business telephone number is _____ and facsimile/FAX number is _____. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

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

15. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally

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

To County: 1. Department of Health Services
Public Health
313 North Figueroa Street
8th Floor
Los Angeles, California 90012

Attention: Chief of Operations

2. Department of Health Services
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
6th Floor
Los Angeles, California 90005

Attention: Director

3. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012

Attention: Division Chief

To Contractor: _____
_____
_____
_____

Attention: _____

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

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

COUNTY OF LOS ANGELES

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

_____
Contractor

By_____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts
and Grants Division

AGRCARE.COS
rev:9/02

EXHIBIT A

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COMMUNITY DEVELOPMENT INITIATIVE SERVICES

1. DEFINITION:

A. HIV/AIDS Community Development Initiative services are activities aimed at the development of a comprehensive continuum of HIV/AIDS prevention and care services within Los Angeles County. Community development means the provision of information, consultation, technical services, and training for individuals and organizations to improve the delivery and effectiveness of HIV prevention and care services.

B. For the purpose of this Agreement, community development activities are designed to develop, strengthen, and sustain the capacity of communities to develop a collaborative and coordinated response to the HIV/AIDS epidemic in Los Angeles County by developing and supporting a county-wide Community Development Consortium to mobilize and organize the Latino community.

2. COUNTY'S MAXIMUM OBLIGATION: During the period of date of Board approval through November 30, 2006, that portion of County's maximum obligation which is allocated under this Exhibit

for HIV/AIDS Community Development Initiative services shall not exceed Seven Hundred Fifty Thousand Dollars ($750,000).

3. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, 3, and 4. Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

4. SERVICES TO BE PROVIDED:

A. For each contract year, contractor shall identify and select members of the Latino HIV Consortium to include key HIV/AIDS, business, faith-based, medical, public health and civic opinion leaders.

B. For each contract year, contractor shall execute Memoranda of Understanding (MOU) with members of the Latino HIV Consortium and the Executive Committee to coordinate projects.

C. For each contract year, contractor shall establish an Executive Committee of the Latino HIV Consortium.

D. Contractor shall convene a minimum of eight (8) meetings of the Latino HIV/AIDS Consortium per contract year and a minimum of four (4) meetings of the Executive Committee of the Latino HIV/AIDS Consortium per contract year.

E. Contractor shall develop and convene a minimum of two (2) Public Affairs Colloquia per contract year. Topics may include, but shall not be limited to: coalition-building, community advocacy, community leadership development, innovative programs, public speaking and policy making.

(1) For each contract year, contractor shall submit implementation plan to OAPP for review and approval, at least thirty (30) days before proposed utilization.

G. Contractor shall develop a minimum of two (2) written Policy Briefings per contract year on HIV/AIDS and other health disparities among Latinos/as in Los Angeles County and their implications.

(1) Contractor shall submit for approval such Policy Briefing to OAPP at least thirty (30) days prior to printing or release.

H. Contractor shall participate in and attend meetings of local, State and national HIV/AIDS policy organizations. Organizations may include, but shall not be limited to: the Los Angeles County Commission on HIV Health Services, the los Angeles County HIV Prevention Planning Committee, the Southern California HIV Advocacy Coalition and AIDS Action Council.

I. Contractor shall participate in a minimum of two (2) congressional briefing(s) for federal legislators per contract year.

J. Contractor shall participate in a minimum of two (2) legislative briefing(s) for State legislators per contract year.

K. Contractor shall develop and convene a Latino HIV/AIDS Summit each contract year.

L. Contractor shall co-sponsor activities in partnership with local and national faith-based organizations to promote HIV awareness with OAPP each contract year.

M. Contractor shall organize local observance of "Latino HIV/AIDS Awareness Day" each contract year.

N. Contractor shall provide assistance to OAPP in the writing and production of "State of an Epidemic" each contract year.

O. Contractor shall collaborate with the African-American HIV Consortium to develop joint projects where possible for each contract year.

5. ADDITIONAL SERVICE REQUIREMENTS:

A. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.

B. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) days prior to the projected date of implementation.

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

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

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

7. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a monthly report services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

B. Annual Reports: Contractor shall submit to OAPP an annual summary report for each contract year no later than thirty (30) days after the end of each contract year.

8. PROGRAM RECORDS: Contractor shall, at a minimum, maintain program records as follows:

A. Documentation of consortium meetings, trainings and workshops. Documentation shall include, but shall not be limited to: dated sign-in sheets including location and time, copies of agenda, name(s) of the speaker(s), training and workshop evaluations and a brief summary of the topics presented.

B. Documentation of needs assessments activities. Documentation shall include, but shall not be limited to: a copy of the needs assessment tool developed, a copy of the analysis of the results of the needs assessment, and a copy of the final report.

C. Documentation of consortium meetings. Documentation shall include, but shall not be limited to: copies of agendas, dated sign-in sheets including location and time, and meeting minutes.

D. Documentation of evaluation. Documentation shall include, but shall not be limited to: a copy of evaluation protocol, OAPP approval letter, copies of completed evaluation tools, and a copy of the findings report submitted to OAPP.

E. Documentation of the legislative and congressional briefings. Documentation shall include, but shall not be limited to: copies of the agendas, dated sign-in sheets including time, location and name of facilitator(s), evaluation of briefings, and summaries of the topic(s) discussed.

SCHEDULE 1

Latino HIV Consortium

HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES

	Budget Period Date of Board Approval through June 30, 2004
Salaries	$ 65,335
Employee Benefits	15,680
Total Salaries and Employee Benefits	$ 81,015
Services and Supplies	$ 40,546
Equipment	$ 0
Rent	$ 3,500
Indirect Cost	$ 20,772
TOTAL PROGRAM BUDGET	$145,833

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 2

Latino HIV Consortium

HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES

	Budget Period July 1, 2004 through June 30, 2005
Salaries	$112,002
Employee Benefits	26,880
Total Salaries and Employee Benefits	$138,882
Services and Supplies	$ 69,509
Equipment	$ 0
Rent	$ 6,000
Indirect Cost	$ 35,609
TOTAL PROGRAM BUDGET	$250,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 3

Latino HIV Consortium

HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES

	Budget Period July 1, 2005 through June 30, 2006
Salaries	$112,002
Employee Benefits	26,880
Total Salaries and Employee Benefits	$138,882
Services and Supplies	$ 69,509
Equipment	$ 0
Rent	$ 6,000
Indirect Cost	$ 35,609
TOTAL PROGRAM BUDGET	$250,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 4

Latino HIV Consortium

HIV/AIDS COMMUNITY DEVELOPMENT INITIATIVE SERVICES

	Budget Period July 1, 2006 through November 30, 2006
Salaries	$ 46,667
Employee Benefits	11,200
Total Salaries and Employee Benefits	$ 57,867
Services and Supplies	$ 28,963
Equipment	$ 0
Rent	$ 2,500
Indirect Cost	$ 14,837
TOTAL PROGRAM BUDGET	$104,167

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

Contractor: _____
Contract #: _____

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0: By late December 2003, select Consortium staff, and convene core group of local and County-wide organizations which offer HIV/AIDS and other healthcare or social services to Latinos in Los Angeles County to establish the Consortium	**1.0:** _____ will convene meeting of existing agencies serving the Latino/a HIV/AIDS community in each of the County's 8 SPAs including but not limited to Bienestar, The Wall Las Memorias, El Proyecto del Barrio and Clinica Romero. **1.1:** In conjunction with agencies listed in 1.0, _____ will draft operating procedures, meeting schedule, and specific goals for the Consortium. **1.2:** _____ will develop job descriptions, post job openings, conduct interviews and hire program staff. **1.3:** _____ and agencies listed in 1.0 will assemble a list of prospective Consortium members including organizations serving other SPAs, civic opinion leaders, and other key individuals from business, faith-based, medical and public health arenas. **1.4:** The Consortium will develop and issue literature describing the Consortium purpose and operation to prospective new members. **1.5:** The Consortium will set up an initial orientation meeting and invite organization representatives to attend. **1.6:** _____ will secure memoranda of understanding with all organizations and individuals participating in the Consortium.	December 2003, followed by regular monthly meetings. Consortium will meet a minimum of 8 times in the program year.	**1.0:** Letters of support from all agencies will be kept on file. Monthly report to OAPP will detail these letters. **1.1:** Agenda and minutes of initial orientation meeting are on file and submitted in reports to OAPP. **1.2:** Documentation includes job advertisement, resumes submitted and copy of acceptance of job offer. **1.3:** Evaluate effectiveness of research effort by the quality and quantity of organizations listed who joined the Consortium from the 8 SPAs. **1.4:** Evaluate effectiveness of marketing materials by analyzing recruitment and membership data. **1.5:** Evaluate meeting effectiveness by attendance and quality of meeting materials. **1.6:** Memoranda of understanding will be submitted to OAPP and kept on file

Contractor: _____
Contract #: _____

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.0: By late December2003, recruit key figures in the Latino/a community to serve as an Executive Committee, which will assist with the development of the Consortium and its objectives	**2.0:** The Consortium will identify potential Executive Committee members. Participants in the decision-making process will include representatives from Bienestar, The Wall Las Memorias, El Proyecto del Barrio and Clinica Romero. **2.1:** The Consortium will invite identified community leaders to join the Consortium Executive Committee drawing from leaders in business, labor, churches, schools, civic action groups, city government and planning, and other concerned parties. **2.2** _____ will meet with Executive Committee prospects to brief them on the Consortium's purpose and goals. **2.3:** The Consortium will: invite attendees to initial orientation meeting, solicit their input on the Consortium operating procedures, and define and discuss the role of the Executive Committee and its members in the Consortium's efforts.	December 2003 The Executive Committee will meet a minimum of four (4) times in the contract year.	**2.0:** Signed commitment letters from Executive Committee Members. **2.1:** Documentation of response from all individuals approached for Executive Committee membership will be kept on file. **2.2:** Documentation of attendees will be kept on file and submitted to OAPP. **2.3:** Briefing materials will be kept on file and submitted to OAPP for review and approval.

Contractor: _____
Contract #: _____

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0: By January 2004, the Consortium will secure support from community institutions such as churches, businesses, or political organizations for the Consortium activities and agenda.	3.0: The Consortium will identify institutions that could benefit the its work and objectives with their support, such as: • California Primary Care Association • • National Association of Community Health Centers • National Council of La Raza • Mexican American Legal Defense and Education Fund (MALDEF) • Los Angeles Chamber of Commerce • Roman Catholic Archdiocese of LA • Episcopal Diocese of LA, AIDS Ministry • LA County Federation of Labor (AFL-CIO) • National Association of Latino Elected Officials (NALEO)	January 2004	3.0: Letters of support from community institutions/organizations will be solicited and kept on file.
	3.1: Invite representatives of these institutions to attend orientation meeting.		3.1: Orientation materials will be kept on file.
	3.2: Invite representatives of these institutions to join the Consortium.		3.2: Documentation of letters of invitation will be kept on file.
	3.3: Assist institutions in identifying and strengthening their role in responding to the HIV/AIDS crisis.		3.3: Documentation of request and/or offer of assistance will be kept on file. Monthly report to OAPP will detail these requests and/or offers.

Contractor: _____
Contract #: _____

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0: By January 2004, develop a plan of action that leverages Consortium resources to improve the Latino/a community's response to the HIV/AIDS crisis.	**4.0:** The Consortium will initiate collaborative outreach efforts to increase political support from the Latino/a community at large to prepare for needs assessment outreach.	January 2004	**4.0:** Member attendance at Consortium educational seminars will be kept on file.
	4.1: Improve resource and referral networks to allow greater and faster access to existing programs, by assembling a database of resources and services provided by Consortium organizations.	Execution ongoing throughout Consortium lifespan	**4.1:** Plan of Action will be kept on file in Consortium records.
	4.2: The Consortium will conduct a Needs Assessment to identify inadequacies in care and barriers to access and present to Executive Committee for review and approval.		**4.2:** Needs Assessment will be kept on file in Consortium records.
	4.3: Results of the Needs Assessment will be referred to the appropriate Los Angeles County planning body.		**4.3:** Needs Assessment will be submitted to OAPP for review.
	4.4: From the Needs Assessment, the Consortium will draft a Policy Briefing for presentation to legislators at the local, State, and national levels in association with key organizations such as AIDS Action.		**4.4:** Policy Briefing will be kept on file in Consortium records.
	4.5: Disseminate Policy Briefing to legislators and other public policy stakeholders through various communication methods.		**4.5:** Policy Briefing will be submitted to OAPP for review.

Contractor: _____
Contract #: _____

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
5.0: Increase Consortium representation in policy development processes on issues and legislation affecting the latino/a community with regard to HIV/AIDS.	**5.0:** Consortium representatives will attend meetings of the Los Angeles County Commission on HIV Health Services and its committees including the Joint Public Policy Committee.	Ongoing	**5.0:** Records of meetings documenting Consortium members that attend meetings of the Los Angeles County Commission on HIV Health Services and its committees.
	5.1: Consortium members will attend the Los Angeles County HIV Prevention Planning Committee meetings.		**5.1:** Records of meetings documenting Consortium members that attend Prevention Planning Committee meetings will be kept on file.
	5.2: The Consortium will encourage the community at-large to attend these meetings.		**5.2:** Records of meetings documenting participation of community at-large will be kept on file.
	5.3: Consortium representatives will become involved in State and national organizations such as SCHAC (Southern California HIV/AIDS Advocacy Coalition) and AIDS Action.		
	5.4: The Consortium will engage the assistance of schools Public Policy & Public Administration.		**5.4:** Agendas and records of presentations scheduled and completed will be kept on file.
	5.5: The Consortium will present the Policy Briefing developed in item 4.3 to planning bodies and advocacy organizations, as appropriate.		**5.5:** _____ shall submit Policy Briefings to OAPP for approval prior to production and/or presentation.
	5.6: The Consortium will join AIDS Action and the Southern California HIV/AIDS Coalition.		**5.6:** Records of billing and payment of dues will be kept on file.

Contractor: _____
Contract #: _____

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
6.0: Organize public affairs colloquia to provide Consortium members and affiliates with training and information that will improve their abilities to organize and lobby effectively.	6.0: The Consortium will develop public affairs colloquia that address the following topics: • Leadership • Advocacy • Introduction to Policy and the Legislative Process • Community Planning • Public Speaking • The Ryan White Care Act • The Los Angeles County Commission on HIV Health Services • The Los Angeles County HIV Prevention Planning Committee	Ongoing	6.0: Documentation of schedule of workshops offered, agendas and roster of attendees to be kept on file.
	6.1: The Consortium will seek to have elected officials assist with these trainings as well as representatives of local, State and federal Health Departments.		6.1: Documentation of officials/individuals recruited to assist in trainings.
	6.2: The Consortium will develop information resources and facilitate access to these resources.		6.2: Documentation of resources made available and kept on file.
	6.3: _____ will develop an implementation plan for the colloquia.		6.3: Implementation plan will be submitted to OAPP for approval

Contractor: _____
Contract #: _____

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
7.0: Implement Action Plan to bring greater attention, information, awareness and education to the Latino/a HIV/AIDS crisis at the legislative level to influence legislation and build consensus of pending HIV/AIDS issues.	**7.0:** The Consortium will conduct an area-wide policy briefing for presentation to general public and legislators at the local, State, and national levels.	**7.0:** By June 2004	**7.0:** Records of advisory board members and their participation in planning and briefing event will be kept on file.
	7.1: Consortium Members and/or representatives will visit local offices of county, State, and federal Representatives to conduct briefings.	**7.1:** By June 2004	**7.1:** ocumentation of completed visits will be kept on file.
	7.2: Present the Policy Briefing developed in item 4.3 to these legislators.	**7.2:** By June 2004	**7.2:** Evaluate effectiveness of public policy briefing document by attendance, quality of policy document and response by legislative community.
	7.3: Consortium will convene a Latino/a Summit, where the Executive Committee, together with representatives from city, county, State, and federal levels, bring legislators and policymakers into a comprehensive discussion of how they can address the HIV/AIDS crisis in the Latino/a community. Key figures will include those from the Los Angeles City Council, the Los Angeles County Board of Supervisors, the Governor's Office and the State Legislature, and area Representatives to Congress.	**7.3:** By June 2004	**7.3:** Attendance, agenda, and results of summit meeting will be kept on file. Curriculum and supporting materials will be submitted to OAPP for approval.

Contractor: _____
Contract #: _____

EXHIBIT A-1
SCOPE OF WORK

ıe Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated ıelines and are to be documented as specified.

ıal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
8.0: Build relationships with public and private healthcare agencies, community organizations, and government offices to facilitate communication and provide education to enhance their understanding of Latino/a HIV/AIDS concerns.	8.0: The Consortium will participate in the annual AIDS Lobby Day in Sacramento; Organize a delegation of Latino/a PWLWH and leaders to represent the Consortium at these advocacy activities. 8.1: The Consortium will participate in AIDSWatch in Washington, DC; Organize a delegation of Latino/a PLWH/leaders to represent the Consortium at these lobbying activities. 8.2: Program Manager and Consortium will develop workshops and briefings to be held at national and statewide conferences.	Ongoing	8.0: Roster of delegates attending lobbying events will be kept on file. 8.1: Schedule of workshops and briefings held at conferences and meetings will be kept on file. 8.2: Presentation materials, agendas, attendance rosters and evaluations will be kept on file.

Contractor: _____
Contract #: _____

EXHIBIT A-1
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.0: Create a continuum of information to enhance resources as well as to improve processes by learning from previous activities.	**9.0:** Program Manager will develop an annual consortium report outlining all of the legislative agenda items accomplished, leadership development activities, successes of community involvement. **9.1:** Program Manager will distribute report to the Department of Health Services at the county and State Levels, community partners, elected officials, Commission on HIV Health Services, HIV Prevention Planning Committee and the various advocacy groups in Latino/a healthcare. **9.2:** _____ will assist OAPP with the writing and production of "State of an Epidemic".	One year after project start and annually thereafter	**9.0:** Keep reports on file for future reference.

Contractor: _____
Contract #: _____

EXHIBIT A-2
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0: Convene meetings of the Latino HIV Consortium	1.1: _____ and Consortium will convene meetings of existing agencies serving the Latino/a HIV/AIDS community in each of the County's 8 SPAs including but not limited to Bienestar, The Wall Las Memorias, El Proyecto del Barrio and Clinica Romero. 1.1: In conjunction with agencies listed in 1.0, _____ will draft operating procedures, meeting schedule, and specific goals for the Consortium. 1.2: _____ and Consortium will assemble a list of prospective Consortium members including organizations serving other SPAs, civic opinion leaders, and other key individuals from business, faith-based, medical and public health arenas. 1.3: The Consortium will issue literature describing the Consortium purpose and operation to prospective new members. 1.4: The Consortium will set up orientation meetings as necessary and invite organization representatives to attend. 1.5: _____ will secure memoranda of understanding with all organizations and individuals participating in the Consortium.	Ongoing through June 2005 Consortium will meet a minimum of 8 times in the program year.	1.0: Letters of support from all agencies will be kept on file. Monthly report to OAPP will detail these letters. 1.1: Agenda and minutes of initial orientation meeting are on file and submitted in reports to OAPP. 1.2: Evaluate effectiveness of research effort by the quality and quantity of organizations listed who joined the Consortium from the 8 SPAs. 1.3: Evaluate effectiveness of marketing materials by analyzing recruitment and membership data. 1.4: Evaluate meeting effectiveness by attendance and quality of meeting materials. 1.5: Memoranda of understanding will be submitted to OAPP and kept on file

Contractor: _____
Contract #: _____

EXHIBIT A-2
SCOPE OF WORK

he Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the ated timelines and are to be documented as specified.

oal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.0: Recruit key figures in the Latino/a community to serve as an Executive Committee, which will assist with the development of the Consortium and its objectives	**2.0:** The Consortium and its Executive Committee will identify potential new Executive Committee members. **2.1:** The Consortium will invite identified community leaders to join the Consortium Executive Committee drawing from leaders in business, labor, churches, schools, civic action groups, city government and planning, and other concerned parties. **2.2:** _____ will meet with Executive Committee prospects to brief them on the Consortium's purpose and goals. **2.3:** The Consortium will: invite attendees to initial orientation meeting, solicit their input on the Consortium operating procedures, and define and discuss the role of the Executive Committee and its members in the Consortium's efforts.	Ongoing The Executive Committee will meet a minimum of four (4) times in the contract year.	**2.0:** Signed commitment letters from Executive Committee Members. **2.1:** Documentation of response from all individuals approached for Executive Committee membership will be kept on file. **2.2:** Documentation of attendees will be kept on file and submitted to OAPP. **2.3:** Briefing materials will be kept on file and submitted to OAPP for review and approval.

Contractor: _____
Contract #: _____

EXHIBIT A-2
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0: Secure support from community institutions such as churches, businesses, or political organizations for the Consortium activities and agenda.	3.0: The Consortium will identify institutions that could benefit the its work and objectives with their support, such as: • California Primary Care Association • National Association of Community Health Centers • National Council of La Raza • Mexican American Legal Defense and Education Fund (MALDEF) • Los Angeles Chamber of Commerce • Roman Catholic Archdiocese of LA • Episcopal Diocese of LA, AIDS Ministry • LA County Federation of Labor (AFL-CIO) • National Association of Latino Elected Officials (NALEO)	Ongoing	3.0: Letters of support from community institutions/organizations will be solicited and kept on file.
	3.1: Invite representatives of these institutions to attend orientation meeting.		3.1: Orientation materials will be kept on file.
	3.2: Invite representatives of these institutions to join the Consortium.		3.2: Documentation of letters of invitation will be kept on file.
	3.3: Assist institutions in identifying and strengthening their role in responding to the HIV/AIDS crisis.		3.3: Documentation of request and/or offer of assistance will be kept on file. Monthly report to OAPP will detail these requests and/or offers.

Contractor: _____
Contract #: _____

EXHIBIT A-2
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0: Leverage Consortium resources to improve the Latino/a community's response to the HIV/AIDS crisis.	4.0: The Consortium will initiate collaborative outreach efforts to increase political support from the Latino/a community at large to prepare for needs assessment outreach. 4.1: Improve resource and referral networks to allow greater and faster access to existing programs, by assembling a database of resources and services provided by Consortium organizations. 4.2: The Consortium will conduct a Needs Assessment to identify inadequacies in care and barriers to access and present to Executive Committee for review and approval. 4.3: Results of the Needs Assessment will be referred to the appropriate Los Angeles County planning body. 4.4: From the Needs Assessment, the Consortium will draft a Policy Briefing for presentation to legislators at the local, State, and national levels in association with key organizations such as AIDS Action. 4.5: Disseminate Policy Briefing to legislators and other public policy stakeholders through various communication methods.	Ongoing Execution ongoing throughout Consortium lifespan	4.0: Member attendance at Consortium educational seminars will be kept on file. 4.1: Plan of Action will be kept on file in Consortium records. 4.2: Needs Assessment will be kept on file in Consortium records. 4.3: Needs Assessment will be submitted to OAPP for review. 4.4: Policy Briefing will be kept on file in Consortium records. 4.5: Policy Briefing will be submitted to OAPP for review.

Contractor: _____
Contract #: _____

EXHIBIT A-2
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
5.0: Increase Consortium representation in policy development processes on issues and legislation affecting the latino/a community with regard to HIV/AIDS.	5.0: Consortium representatives will attend meetings of the Los Angeles County Commission on HIV Health Services and its committees including the Joint Public Policy Committee.	Ongoing	5.0: Records of meetings documenting Consortium members that attend meetings of the Los Angeles County Commission on HIV Health Services and its committees.
	5.1: Consortium members will attend the Los Angeles County HIV Prevention Planning Committee meetings.		5.1: Records of meetings documenting Consortium members that attend Prevention Planning Committee meetings will be kept on file.
	5.2: The Consortium will encourage the community at-large to attend these meetings.		5.2: Records of meetings documenting participation of community at-large will be kept on file.
	5.3: Consortium representatives will become involved in State and national organizations such as SCHAC (Southern California HIV/AIDS Advocacy Coalition) and AIDS Action.		
	5.4: The Consortium will engage the assistance of schools Public Policy & Public Administration.		5.4: Agendas and records of presentations scheduled and completed will be kept on file.
	5.5: The Consortium will present the Policy Briefing developed in item 4.3 to planning bodies and advocacy organizations, as appropriate.		5.5: _____ shall submit Policy Briefings to OAPP for approval prior to production and/or presentation.
	5.6: The Consortium will join AIDS Action and the Southern California HIV/AIDS Coalition.		5.6: Records of billing and payment of dues will be kept on file.

Contractor: _____
Contract #: _____

EXHIBIT A-2
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
6.0:Organize public affairs colloquia to provide Consortium members and affiliates with training and information that will improve their abilities to organize and lobby effectively.	6.0: The Consortium will develop public affairs colloquia that address the following topics: • Leadership • Advocacy • Introduction to Policy and the Legislative Process • Community Planning • Public Speaking • The Ryan White Care Act • The Los Angeles County Commission on HIV Health Services • The Los Angeles County HIV Prevention Planning Committee 6.1: The Consortium will seek to have elected officials assist with these trainings as well as representatives of local, State and federal Health Departments. 6.2: The Consortium will develop information resources and facilitate access to these resources. 6.3: _____ will develop an implementation plan for the colloquia.	Ongoing	6.0: Documentation of schedule of workshops offered, agendas and roster of attendees to be kept on file. 6.1: Documentation of officials/individuals recruited to assist in trainings. 6.2: Documentation of resources made available and kept on file. 6.3: Implementation plan will be submitted to OAPP for approval

Contractor: _____
Contract #: _____

EXHIBIT A-2
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
7.0: Continue Action Plan to bring greater attention, information, awareness and education to the Latino/a HIV/AIDS crisis at the legislative level to influence legislation and build consensus of pending HIV/AIDS issues.	7.0: The Consortium will conduct an area-wide policy briefing for presentation to general public and legislators at the local, State, and national levels.	7.0: By June 2005	7.0: Records of advisory board members and their participation in planning and briefing event will be kept on file.
	7.1: Consortium Members and/or representatives will visit local offices of county, State, and federal Representatives to conduct briefings.	7.1: By June 2005	7.1: Documentation of completed visits will be kept on file.
	7.2: Present the Policy Briefing developed in item 4.3 to these legislators.	7.2: By June 2005	7.2: Evaluate effectiveness of public policy briefing document by attendance, quality of policy document and response by legislative community.
	7.3: Consortium will convene a Latino/a Summit, where the Executive Committee, together with representatives from city, county, State, and federal levels, bring legislators and policymakers into a comprehensive discussion of how they can address the HIV/AIDS crisis in the Latino/a community. Key figures will include those from the Los Angeles City Council, the Los Angeles County Board of Supervisors, the Governor's Office and the State Legislature, and area Representatives to Congress.	7.3: By June 2005	7.3: Attendance, agenda, and results of summit meeting will be kept on file. Curriculum and supporting materials will be submitted to OAPP for approval.
	7.4: Consortium will co-sponsor activities in partnership with local and national faith-based organizations to promote HIV awareness. _____ will subcontract to organize and execute this activity.	7.4: By June 2005	7.4: Subcontract will be submitted to OAPP for approval prior to execution.
	7.5: Consortium will organize local observance of Latino HIV/AIDS Awareness Day.	7.5: By June 2005	7.5: Attendance, program agenda, and minutes from planning sessions will be kept on file.

Contractor: _____
Contract #: _____

EXHIBIT A-2
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
8.0: Build relationships with public and private healthcare agencies, community organizations, and government offices to facilitate communication and provide education to enhance their understanding of Latino/a HIV/AIDS concerns.	8.0: The Consortium will participate in the annual AIDS Lobby Day in Sacramento; Organize a delegation of Latino/a PWLWH and leaders to represent the Consortium at these advocacy activities. 8.1: The Consortium will participate in AIDSWatch in Washington, DC; Organize a delegation of Latino/a PLWH/leaders to represent the Consortium at these lobbying activities. 8.2: Program Manager and Consortium will develop workshops and briefings to be held at national and statewide conferences.	Ongoing	8.0: Roster of delegates attending lobbying events will be kept on file. 8.1: Schedule of workshops and briefings held at conferences and meetings will be kept on file. 8.2: Presentation materials, agendas, attendance rosters and evaluations will be kept on file.

Contractor: _____
Contract #: _____

EXHIBIT A-2
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.0: Maintain a continuum of information to enhance resources as well as to improve processes by learning from previous activities.	9.0: Program Manager will develop an annual consortium report outlining all of the legislative agenda items accomplished, leadership development activities, successes of community involvement. 9.1: Program Manager will distribute report to the Department of Health Services at the county and State Levels, community partners, elected officials, Commission on HIV Health Services, HIV Prevention Planning Committee and the various advocacy groups in Latino/a healthcare. 9.2: _____ will assist OAPP with the writing and production of "State of an Epidemic".	Ongoing	9.0: Keep reports on file for future reference.

Contractor: _____
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EXHIBIT A-3
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0: Convene meetings of the Latino HIV Consortium	1.0: _____ and Consortium will convene meetings of existing agencies serving the Latino/a HIV/AIDS community in each of the County's 8 SPAs including but not limited to Bienestar, The Wall Las Memorias, El Proyecto del Barrio and Clinica Romero. 1.1: In conjunction with agencies listed in 1.0, _____ will draft operating procedures, meeting schedule, and specific goals for the Consortium. 1.2: _____ and Consortium will assemble a list of prospective Consortium members including organizations serving other SPAs, civic opinion leaders, and other key individuals from business, faith-based, medical and public health arenas. 1.3: The Consortium will develop and issue literature describing the Consortium purpose and operation to prospective new members. 1.4: The Consortium will set up an initial orientation meeting and invite organization representatives to attend. 1.5: _____ will secure memoranda of understanding with all organizations and individuals participating in the Consortium.	Ongoing through June 2006 Consortium will meet a minimum of 8 times in the program year.	1.0: Letters of support from all agencies will be kept on file. Monthly report to OAPP will detail these letters. 1.1: Agenda and minutes of initial orientation meeting are on file and submitted in reports to OAPP. 1.2: Evaluate effectiveness of research effort by the quality and quantity of organizations listed who joined the Consortium from the 8 SPAs. 1.3: Evaluate effectiveness of marketing materials by analyzing recruitment and membership data. 1.4: Evaluate meeting effectiveness by attendance and quality of meeting materials. 1.5: Memoranda of understanding will be submitted to OAPP and kept on file

Contractor: _____
Contract #: _____

EXHIBIT A-3
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.0: Recruit key figures in the Latino/a community to serve as an Executive Committee, which will assist with the development of the Consortium and its objectives	**2.0:** The Consortium and its Executive Committee will identify potential Executive Committee members. Participants in the decision-making process will include representatives from Bienestar, The Wall Las Memorias, El Proyecto del Barrio and Clinica Romero.	Ongoing The Executive Committee will meet a minimum of four (4) times in the contract year.	**2.0:** Signed commitment letters from Executive Committee Members.
	2.1: The Consortium will invite identified community leaders to join the Consortium Executive Committee drawing from leaders in business, labor, churches, schools, civic action groups, city government and planning, and other concerned parties.		**2.1:** Documentation of response from all individuals approached for Executive Committee membership will be kept on file.
	2.2: _____ will meet with Executive Committee prospects to brief them on the Consortium's purpose and goals.		**2.2:** Documentation of attendees will be kept on file and submitted to OAPP.
	2.3: The Consortium will: invite attendees to initial orientation meeting, solicit their input on the Consortium operating procedures, and define and discuss the role of the Executive Committee and its members in the Consortium's efforts.		**2.3:** Briefing materials will be kept on file and submitted to OAPP for review and approval.

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EXHIBIT A-3
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0: The Consortium will secure support from community institutions such as churches, businesses, or political organizations for the Consortium activities and agenda.	**3.0:** The Consortium will identify institutions that could benefit the its work and objectives with their support, such as: • California Primary Care Association • • National Association of Community Health Centers • National Council of La Raza • Mexican American Legal Defense and Education Fund (MALDEF) • Los Angeles Chamber of Commerce • Roman Catholic Archdiocese of LA • Episcopal Diocese of LA, AIDS Ministry • LA County Federation of Labor (AFL-CIO) • National Association of Latino Elected Officials (NALEO)	Ongoing	**3.0:** Letters of support from community institutions/organizations will be solicited and kept on file.
	3.1: Invite representatives of these institutions to attend orientation meeting.		**3.1:** Orientation materials will be kept on file.
	3.2: Invite representatives of these institutions to join the Consortium.		**3.2:** Documentation of letters of invitation will be kept on file.
	3.3: Assist institutions in identifying and strengthening their role in responding to the HIV/AIDS crisis.		**3.3:** Documentation of request and/or offer of assistance will be kept on file. Monthly report to OAPP will etail these requests and/or offers.

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EXHIBIT A-3
SCOPE OF WORK

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0: Leverage Consortium resources to improve the Latino/a community's response to the HIV/AIDS crisis.	4.0: The Consortium will initiate collaborative outreach efforts to increase political support from the Latino/a community at large to prepare for needs assessment outreach.	Ongoing Execution ongoing throughout Consortium lifespan	4.0: Member attendance at Consortium educational seminars will be kept on file.
	4.1: Improve resource and referral networks to allow greater and faster access to existing programs, by assembling a database of resources and services provided by Consortium organizations.		4.1: Plan of Action will be kept on file in Consortium records.
	4.2: The Consortium will conduct a Needs Assessment to identify inadequacies in care and barriers to access and present to Executive Committee for review and approval.		4.2: Needs Assessment will be kept on file in Consortium records.
	4.3: Results of the Needs Assessment will be referred to the appropriate Los Angeles County planning body.		4.3: Needs Assessment will be submitted to OAPP for review.
	4.4: From the Needs Assessment, the Consortium will draft a Policy Briefing for presentation to legislators at the local, State, and national levels in association with key organizations such as AIDS Action.		4.4: Policy Briefing will be kept on file in Consortium records.
	4.5: Disseminate Policy Briefing to legislators and other public policy stakeholders through various communication methods.		4.5: Policy Briefing will be submitted to OAPP for review.

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EXHIBIT A-3
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
5.0: Increase Consortium representation in policy development processes on issues and legislation affecting the latino/a community with regard to HIV/AIDS.	5.0: Consortium representatives will attend meetings of the Los Angeles County Commission on HIV Health Services and its committees including the Joint Public Policy Committee.	Ongoing	5.0: Records of meetings documenting Consortium members that attend meetings of the Los Angeles County Commission on HIV Health Services and its committees.
	5.1: Consortium members will attend the Los Angeles County HIV Prevention Planning Committee meetings.		5.1: Records of meetings documenting Consortium members that attend Prevention Planning Committee meetings will be kept on file.
	5.2: The Consortium will encourage the community at-large to attend these meetings.		5.2: Records of meetings documenting participation of community at-large will be kept on file.
	5.3: Consortium representatives will become involved in State and national organizations such as SCHAC (Southern California HIV/AIDS Advocacy Coalition) and AIDS Action.		
	5.4: The Consortium will engage the assistance of schools Public Policy & Public Administration.		5.4: Agendas and records of presentations scheduled and completed will be kept on file.
	5.5: The Consortium will present the Policy Briefing developed in item 4.3 to planning bodies and advocacy organizations, as appropriate.		5.5: _____ shall submit Policy Briefings to OAPP for approval prior to production and/or presentation.
	5.6: The Consortium will join AIDS Action and the Southern California HIV/AIDS Coalition.		5.6: Records of billing and payment of dues will be kept on file.

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EXHIBIT A-3
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
6.0: Organize public affairs colloquia to provide Consortium members and affiliates with training and information that will improve their abilities to organize and lobby effectively.	**6.0:** The Consortium will develop public affairs colloquia that address the following topics: • Leadership • Advocacy • Introduction to Policy and the Legislative Process • Community Planning • Public Speaking • The Ryan White Care Act • The Los Angeles County Commission on HIV Health Services • The Los Angeles County HIV Prevention Planning Committee	Ongoing	**6.0:** Documentation of schedule of workshops offered, agendas and roster of attendees to be kept on file.
	6.1: The Consortium will seek to have elected officials assist with these trainings as well as representatives of local, State and federal Health Departments.		**6.1:** Documentation of officials/individuals recruited to assist in trainings.
	6.2: The Consortium will develop information resources and facilitate access to these resources.		**6.2:** Documentation of resources made available and kept on file.
	6.3: _____ will develop an implementation plan for the colloquia.		**6.3:** Implementation plan will be submitted to OAPP for approval

Contractor: _____
Contract #: _____

EXHIBIT A-3
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
7.0: Continue Action Plan to bring greater attention, information, awareness and education to the Latino/a HIV/AIDS crisis at the legislative level to influence legislation and build consensus of pending HIV/AIDS issues.	**7.0:** The Consortium will conduct an area-wide policy briefing for presentation to general public and legislators at the local, State, and national levels.	**7.0:** By June 2006	**7.0:** Records of advisory board members and their participation in planning and briefing event will be kept on file.
	7.1: Consortium Members and/or representatives will visit local offices of county, State, and federal Representatives to conduct briefings.	**7.1:** By June 2006	**7.1:** Documentation of completed visits will be kept on file.
	7.2: Present the Policy Briefing developed in item 4.3 to these legislators.	**7.2:** By June 2006	**7.2:** Evaluate effectiveness of public policy briefing document by attendance, quality of policy document and response by legislative community.
	7.3: Consortium will convene a Latino/a Summit, where the Executive Committee, together with representatives from city, county, State, and federal levels, bring legislators and policymakers into a comprehensive discussion of how they can address the HIV/AIDS crisis in the Latino/a community. Key figures will include those from the Los Angeles City Council, the Los Angeles County Board of Supervisors, the Governor's Office and the State Legislature, and area Representatives to Congress.	**7.3:** By June 2006	**7.3:** Attendance, agenda, and results of summit meeting will be kept on file. Curriculum and supporting materials will be submitted to OAPP for approval.
	7.4: Consortium will co-sponsor activities in partnership with local and national faith-based organizations to promote HIV awareness. _____ will subcontract to organize and execute this activity.	**7.4:** By June 2006	**7.4:** Subcontract will be submitted to OAPP for approval prior to execution.
	7.5: Consortium will organize local observance of Latino HIV/AIDS Awareness Day.	**7.5:** By June 2006	**7.5:** Attendance, program agenda, and minutes from planning sessions will be kept on file.

Contractor: _____
Contract #: _____

EXHIBIT A-3
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
8.0: Build relationships with public and private healthcare agencies, community organizations, and government offices to facilitate communication and provide education to enhance their understanding of Latino/a HIV/AIDS concerns.	8.0: The Consortium will participate in the annual AIDS Lobby Day in Sacramento; Organize a delegation of Latino/a PWLWH and leaders to represent the Consortium at these advocacy activities. 8.1: The Consortium will participate in AIDSWatch in Washington, DC; Organize a delegation of Latino/a PLWH/leaders to represent the Consortium at these lobbying activities. 8.2: Program Manager and Consortium will develop workshops and briefings to be held at national and statewide conferences.	Ongoing	8.0: Roster of delegates attending lobbying events will be kept on file. 8.1: Schedule of workshops and briefings held at conferences and meetings will be kept on file. 8.2: Presentation materials, agendas, attendance rosters and evaluations will be kept on file.

Contractor: _____
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EXHIBIT A-3
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.0: Create a continuum of information to enhance resources as well as to improve processes by learning from previous activities.	**9.0:** Program Manager will develop an annual consortium report outlining all of the legislative agenda items accomplished, leadership development activities, successes of community involvement. **9.1:** Program Manager will distribute report to the Department of Health Services at the county and State Levels, community partners, elected officials, Commission on HIV Health Services, HIV Prevention Planning Committee and the various advocacy groups in Latino/a healthcare. **9.2:** _____ will assist OAPP with the writing and production of "State of an Epidemic".	Ongoing	**9.0:** Keep reports on file for future reference.

Contractor: _____
Contract #: _____

EXHIBIT A-4
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0: Convene meetings of the Latino HIV Consortium	**1.0:** _____ and Consortium will convene meetings of existing agencies serving the Latino/a HIV/AIDS community in each of the County's 8 SPAs including but not limited to Bienestar, The Wall Las Memorias, El Proyecto del Barrio and Clinica Romero.	Ongoing Consortium will meet a minimum of 8 times in the program year.	**1.0:** Letters of support from all agencies will be kept on file. Monthly report to OAPP will detail these letters.
	1.1: In conjunction with agencies listed in 1.0, _____ will draft operating procedures, meeting schedule, and specific goals for the Consortium.		**1.1:** Agenda and minutes of initial orientation meeting are on file and submitted in reports to OAPP.
	1.2: _____ and Consortium will assemble a list of prospective Consortium members including organizations serving other SPAs, civic opinion leaders, and other key individuals from business, faith-based, medical and public health arenas.		**1.2:** Evaluate effectiveness of research effort by the quality and quantity of organizations listed who joined the Consortium from the 8 SPAs.
	1.3: The Consortium will develop and issue literature describing the Consortium purpose and operation to prospective new members.		**1.3:** Evaluate effectiveness of marketing materials by analyzing recruitment and membership data.
	1.4: The Consortium will set up an initial orientation meeting and invite organization representatives to attend.		**1.4:** Evaluate meeting effectiveness by attendance and quality of meeting materials.
	1.5: _____ will secure memoranda of understanding with all organizations and individuals participating in the Consortium.		**1.5:** Memoranda of understanding will be submitted to OAPP and kept on file

Contractor: _____
Contract #: _____

EXHIBIT A-4
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2.0: Recruit key figures in the Latino/a community to serve as an Executive Committee, which will assist with the development of the Consortium and its objectives	**2.0:** The Consortium and its Executive Committee will identify potential Executive Committee members. Participants in the decision-making process will include representatives from Bienestar, The Wall Las Memorias, El Proyecto del Barrio and Clinica Romero.	Ongoing	**2.0:** Signed commitment letters from Executive Committee Members.
	2.1: The Consortium will invite identified community leaders to join the Consortium Executive Committee drawing from leaders in business, labor, churches, schools, civic action groups, city government and planning, and other concerned parties.	The Executive Committee will meet a minimum of four (4) times in the contract year.	**2.1:** Documentation of response from all individuals approached for Executive Committee membership will be kept on file.
	2.2: _____ will meet with Executive Committee prospects to brief them on the Consortium's purpose and goals.		**2.2:** Documentation of attendees will be kept on file and submitted to OAPP.
	2.3: The Consortium will: invite attendees to initial orientation meeting, solicit their input on the Consortium operating procedures, and define and discuss the role of the Executive Committee and its members in the Consortium's efforts.		**2.3:** Briefing materials will be kept on file and submitted to OAPP for review and approval.

Contractor: _____
Contract #: _____

EXHIBIT A-4
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3.0: The Consortium will secure support from community institutions such as churches, businesses, or political organizations for the Consortium activities and agenda.	**3.0:** The Consortium will identify institutions that could benefit the its work and objectives with their support, such as: • California Primary Care Association • National Association of Community Health Centers • National Council of La Raza • Mexican American Legal Defense and Education Fund (MALDEF) • Los Angeles Chamber of Commerce • Roman Catholic Archdiocese of LA • Episcopal Diocese of LA, AIDS Ministry • LA County Federation of Labor (AFL-CIO) • National Association of Latino Elected Officials (NALEO)	Ongoing	**3.0:** Letters of support from community institutions/organizations will be solicited and kept on file.
	3.1: Invite representatives of these institutions to attend orientation meeting.		**3.1:** Orientation materials will be kept on file.
	3.2: Invite representatives of these institutions to join the Consortium.		**3.2:** Documentation of letters of invitation will be kept on file.
	3.3: Assist institutions in identifying and strengthening their role in responding to the HIV/AIDS crisis.		**3.3:** Documentation of request and/or offer of assistance will be kept on file. Monthly report to OAPP will detail these requests and/or offers.

Contractor: _____
Contract #: _____

EXHIBIT A-4
SCOPE OF WORK

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0: Leverage Consortium resources to improve the Latino/a community's response to the HIV/AIDS crisis.	**4.0:** The Consortium will initiate collaborative outreach efforts to increase political support from the Latino/a community at large to prepare for needs assessment outreach.	Ongoing Execution ongoing throughout Consortium lifespan	**4.0:** Member attendance at Consortium educational seminars will be kept on file.
	4.1: Improve resource and referral networks to allow greater and faster access to existing programs, by assembling a database of resources and services provided by Consortium organizations.		**4.1:** Plan of Action will be kept on file in Consortium records.
	4.2: The Consortium will conduct a Needs Assessment to identify inadequacies in care and barriers to access and present to Executive Committee for review and approval.		**4.2:** Needs Assessment will be kept on file in Consortium records.
	4.3: Results of the Needs Assessment will be referred to the appropriate Los Angeles County planning body.		**4.3:** Needs Assessment will be submitted to OAPP for review.
	4.4: From the Needs Assessment, the Consortium will draft a Policy Briefing for presentation to legislators at the local, State, and national levels in association with key organizations such as AIDS Action.		**4.4:** Policy Briefing will be kept on file in Consortium records.
	4.5: Disseminate Policy Briefing to legislators and other public policy stakeholders through various communication methods.		**4.5:** Policy Briefing will be submitted to OAPP for review.

Contractor: _____
Contract #: _____

EXHIBIT A-4
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
5.0: Increase Consortium representation in policy development processes on issues and legislation affecting the latino/a community with regard to HIV/AIDS.	**5.0:** Consortium representatives will attend meetings of the Los Angeles County Commission on HIV Health Services and its committees including the Joint Public Policy Committee.	Ongoing	**5.0:** Records of meetings documenting Consortium members that attend meetings of the Los Angeles County Commission on HIV Health Services and its committees.
	5.1: Consortium members will attend the Los Angeles County HIV Prevention Planning Committee meetings.		**5.1:** Records of meetings documenting Consortium members that attend Prevention Planning Committee meetings will be kept on file.
	5.2: The Consortium will encourage the community at-large to attend these meetings.		**5.2:** Records of meetings documenting participation of community at-large will be kept on file.
	5.3: Consortium representatives will become involved in State and national organizations such as SCHAC (Southern California HIV/AIDS Advocacy Coalition) and AIDS Action.		
	5.4: The Consortium will engage the assistance of schools Public Policy & Public Administration.		**5.4:** Agendas and records of presentations scheduled and completed will be kept on file.
	5.5: The Consortium will present the Policy Briefing developed in item 4.3 to planning bodies and advocacy organizations, as appropriate.		**5.5:** _____ shall submit Policy Briefings to OAPP for approval prior to production and/or presentation.
	5.6: The Consortium will join AIDS Action and the Southern California HIV/AIDS Coalition.		**5.6:** Records of billing and payment of dues will be kept on file.

Contractor: _____
Contract #: _____

EXHIBIT A-4
SCOPE OF WORK

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
6.0: Organize public affairs colloquia to provide Consortium members and affiliates with training and information that will improve their abilities to organize and lobby effectively.	**6.0:** The Consortium will develop public affairs colloquia that address the following topics: • Leadership • Advocacy • Introduction to Policy and the Legislative Process • Community Planning • Public Speaking • The Ryan White Care Act • The Los Angeles County Commission on HIV Health Services • The Los Angeles County HIV Prevention Planning Committee	Ongoing	**6.0:** Documentation of schedule of workshops offered, agendas and roster of attendees to be kept on file.
	6.1: The Consortium will seek to have elected officials assist with these trainings as well as representatives of local, State and federal Health Departments.		**6.1:** Documentation of officials/individuals recruited to assist in trainings.
	6.2: The Consortium will develop information resources and facilitate access to these resources.		**6.2:** Documentation of resources made available and kept on file.
	6.3: _____ will develop an implementation plan for the colloquia.		**6.3:** Implementation plan will be submitted to OAPP for approval

Contractor: _____
Contract #: _____

EXHIBIT A-4
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
7.0: Continue Action Plan to bring greater attention, information, awareness and education to the Latino/a HIV/AIDS crisis at the legislative level to influence legislation and build consensus of pending HIV/AIDS issues.	**7.0:** The Consortium will conduct an area-wide policy briefing for presentation to general public and legislators at the local, State, and national levels. **7.1:** Consortium Members and/or representatives will visit local offices of county, State, and federal Representatives to conduct briefings. **7.2:** Present the Policy Briefing developed in item 4.3 to these legislators. **7.3:** Consortium will convene a Latino/a Summit, where the Executive Committee, together with representatives from city, county, State, and federal levels, bring legislators and policymakers into a comprehensive discussion of how they can address the HIV/AIDS crisis in the Latino/a community. Key figures will include those from the Los Angeles City Council, the Los Angeles County Board of Supervisors, the Governor's Office and the State Legislature, and area Representatives to Congress. **7.4:** Consortium will co-sponsor activities in partnership with local and national faith-based organizations to promote HIV awareness. _____ will subcontract to organize and execute this activity. **7.5:** Consortium will organize local observance of Latino HIV/AIDS Awareness Day.	**7.0:** Ongoing **7.1:** Ongoing **7.2:** Ongoing **7.3:** Ongoing **7.4:** Ongoing **7.5:** Ongoing	**7.0:** Records of advisory board members and their participation in planning and briefing event will be kept on file. **7.1:** Documentation of completed visits will be kept on file. **7.2:** Evaluate effectiveness of public policy briefing document by attendance, quality of policy document and response by legislative community. **7.3:** Attendance, agenda, and results of summit meeting will be kept on file. Curriculum and supporting materials will be submitted to OAPP for approval. **7.4:** Subcontract will be submitted to OAPP for approval prior to execution. **7.5:** Attendance, program agenda, and minutes from planning sessions will be kept on file.

Contractor: _____
Contract #: _____

EXHIBIT A-4
SCOPE OF WORK

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Goal: Establish a Community Development Consortium to address healthcare and social needs, particularly for those with HIV/AIDS, in the Latino/a community, and to increase the external awareness of and response to the issue of HIV/AIDS in the Latino/a community.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
8.0: Build relationships with public and private healthcare agencies, community organizations, and government offices to facilitate communication and provide education to enhance their understanding of Latino/a HIV/AIDS concerns.	**8.0:** The Consortium will participate in the annual AIDS Lobby Day in Sacramento; Organize a delegation of Latino/a PWLWH and leaders to represent the Consortium at these advocacy activities. **8.1:** The Consortium will participate in AIDSWatch in Washington, DC; Organize a delegation of Latino/a PLWH/leaders to represent the Consortium at these lobbying activities. **8.2:** Program Manager and Consortium will develop workshops and briefings to be held at national and statewide conferences.	Ongoing	**8.0:** Roster of delegates attending lobbying events will be kept on file. **8.1:** Schedule of workshops and briefings held at conferences and meetings will be kept on file. **8.2:** Presentation materials, agendas, attendance rosters and evaluations will be kept on file.

Contractor: _____
Contract #: _____

EXHIBIT A-4
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.0: Create a continuum of information to enhance resources as well as to improve processes by learning from previous activities.	**9.0:** Program Manager will develop an annual consortium report outlining all of the legislative agenda items accomplished, leadership development activities, successes of community involvement. **9.1:** Program Manager will distribute report to the Department of Health Services at the county and State Levels, community partners, elected officials, Commission on HIV Health Services, HIV Prevention Planning Committee and the various advocacy groups in Latino/a healthcare. **9.2:** _____ will assist OAPP with the writing and production of "State of an Epidemic".	Ongoing	**9.0:** Keep reports on file for future reference.

EXHIBIT II

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT

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ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT
COST REIMBURSEMENT

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

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Office of AIDS Programs and Policy ("OAPP"), Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

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

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

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

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

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

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

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

race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

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

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not

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

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or

mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

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

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

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

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that

the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

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

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

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and

regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

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

10. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not

withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available

at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

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

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs

incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

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

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

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

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

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

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

pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

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

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

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

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit

shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DHS - OAPP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller

General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days

after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

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

12. REPORTS:

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

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

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax

withholding whether such payments are made on a monthly or quarterly basis.

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

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

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - OAPP one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DHS - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or may make a final determination of amounts due to/from Contractor on the basis of the last monthly billing received.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for

such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy and other applicable funding sources.

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

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

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

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures,

fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

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

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

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

18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any

assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

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

Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

19. SUBCONTRACTING:

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

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

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

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

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

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

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

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

20. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where

formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

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

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - OAPP at any time during the term of this Agreement

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives,

applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

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

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

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

Contractor shall maintain such books and records and provide such information to the Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan

Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

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

24. CONFLICT OF INTEREST:

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

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement.

Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

25. PURCHASES:

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

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of

the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

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

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any

damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OAPP, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

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

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard

to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

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

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

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this

Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

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

30. INDEPENDENT CONTRACTOR STATUS:

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

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

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the form entitled "EMPLOYEE'S

ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

31. TERMINATION FOR INSOLVENCY:

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

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

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

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

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

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

32. TERMINATION FOR DEFAULT:

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

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

(2) If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

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

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

33. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

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

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

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination. After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time

allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

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

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

Contractor as it could pursue in the event of default by the Contractor.

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

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

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

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

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation

set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

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

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

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

42. JURISDICTION AND VENUE: Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor,

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

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

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

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

agrees to provide County with the services described in the Agreement.

45. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

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

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

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

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one year, Contractor shall submit to County's Child Support Service Department (CSSD) a completed Principal Owner Information (POI) Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately

completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein by reference. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

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

pursuant to the TERMINATION FOR DEFAULT Paragraph of this Agreement.

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

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

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

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

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

52. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

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

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

53. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

54. COVENANT AGAINST CONTINGENT FEES:

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

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

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

56. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of

the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the

Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

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

57. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is

set forth herein and is also available on the Internet at www.babysafela.org for printing purposes.

59. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

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

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

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

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

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
(Print)

Copy shall be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date: