

Contract No. PH-000004
(Cost)

30161

**COMMUNITY OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION
SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 1ST day
of January, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CITY OF LONG BEACH (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 for these purposes is also the Director of County's Department of Public Health (hereafter "DPH"), to prevent the spread or occurrence of contagious, and/or infectious, communicable diseases within the jurisdiction of County; and

WHEREAS, California Health and Safety Code Section 101030 requires the County Health Officer to enforce and observe all orders, ordinances, rules, regulations and statutes relating to the public health; and

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

WHEREAS, the term "Director" as used herein refers to County's Director of DPH or his authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing Community Health Coverage services, including the provision of community-based outreach and enrollment services for Medi-Cal, Healthy Families, and other health coverage programs, as a means of increasing access to health care, further described hereunder; and

WHEREAS, Contractor was selected to participate in County's Community Health Coverage Program as a result of November 8, 2006 Request-for-Proposals process conducted by County's DPH; and

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall be commerce on January 1, 2007, and shall continue, unless sooner terminated or canceled, in full force and effect to midnight June 30, 2009. Said agreement shall thereafter be automatically renewed for one (1) year terms, for a maximum of two (2) years without further action by either party unless notice in writing of a party's intention not to so renew is given to the other party at least (30) calendar days prior to July 1, 2007, July 1, 2008 and July 1, 2009, as appropriate.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

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, employees, or subcontractors, 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.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services described in Exhibit A, attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period January 1, 2007 through June,30, 2007, the maximum obligation of County for all services provided under this Agreement shall not exceed One Hundred Ninety Six Thousand, Nine Hundred Forty-Two Dollars (\$196,942). 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, 2007 through June,30, 2008, the maximum obligation of County for all services provided under this Agreement shall not exceed Three Hundred, Ninety-Three Thousand, Four Hundred Eighty-Eight Dollars (\$393,488). 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, 2008 through June,30, 2009, the maximum obligation of County for all services provided under this Agreement shall not exceed Three Hundred Ninety Three Thousand, Four Hundred Eighty-Eight Dollars (\$393,488). This sum represents the total maximum obligation of County as shown in Schedule 3, 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 specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health Programs and Services. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County

maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments

of such funds during such County fiscal year or other applicable time period.

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

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

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

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

Exhibit A

Schedules 1, 2 and 3

8. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibits(s) and/or 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 in the same manner as this Agreement.

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

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 11, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in

the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

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

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

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

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

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute

a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

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

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

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

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

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

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

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

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

11. INSURANCE COVERAGE REQUIREMENTS:

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

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

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

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

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

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

Disease - Each Employee: \$1 Million

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

12. CONTRACTOR'S OFFICES: Contractor's primary business office is located at 2525 Grand Avenue, 3820 Cherry Avenue, Long Beach, California 90807, The Children's Clinic, 2801 Atlantic Avenue, Long Beach California 90807, Westside Neighborhood Clinic, 1436 23rd Street Long Beach, California 90810. Contractor's primary business telephone number is (562)590-8774 and facsimile/FAX number is (562) 590-8790. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX, and/or e-mail address, as listed herein, at least ten (10) calendar days prior to the effective date thereof.

13. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage repaid, attention to the

parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

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

Attention: Division Chief

(2) Department of Public Health
Public Health Director's Office
313 North Figueroa Street, Eight Floor
Los Angeles, California 90012

Attention: Chief Deputy Director

B. Notices to Contractor shall be addressed as follows:

City of Long Beach
Department of Health and Human Services
2525 Grand Avenue
Long Beach, California 90815

Attention: Ms. Nani Blyleven, Administrative Analyst

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 Public Health, 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 *[Signature]*
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CITY OF LONG BEACH
Contractor

By *[Signature]*
Signature
Gerald R. Miller
Print Name

Title City Manager
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO FORM
2-26, 2007
ROBERT E. SHANNON, City Attorney
By *[Signature]*
PRINCIPAL DEPUTY CITY ATTORNEY

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health
By *[Signature]*
Gary T. Izumi, Acting Chief
Contracts and Grants Division

AGRE
rm:01/28/07

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH SERVICES

AGREEMENT

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

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

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

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

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

(2) Articles of Incorporation and By-Laws.

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

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

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

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

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

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

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

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the

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

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

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or

she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

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

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

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

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

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

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

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

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

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

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

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

documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. STAFFING AND STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. 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 supervisory position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify Director. Contractor shall provide the above set forth required information to Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development

should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

8. INDEPENDENT CONTRACTOR STATUS:

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

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

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

D. ACKNOWLEDGMENT that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under his Agreement and shall be filed with County's Department of Human Resources, Health, Safety,

and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such ACKNOWLEDGMENT shall be substantially similar to Exhibit __, attached hereto and incorporated herein by reference.

9. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES

FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a 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.

10. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT:

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

11. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

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

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

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

B. County Audit Settlements:

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

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

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of

clients/patients or which are covered by funding from other governmental contracts or grants.

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

E. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

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

(2) Subject to the provisions of the **TERM** and **ADMINISTRATION** Paragraphs of this Agreement, and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This

withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

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

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

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

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

13. RECORDS AND AUDITS:

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

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

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

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

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

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

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum

period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to 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 Director and County's Department of Health Services - Financial Services Division, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

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

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

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

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

such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

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

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

14. REPORTS:

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

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

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

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

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

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify

and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

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

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

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

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

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

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

18. RESTRICTIONS ON LOBBYING:

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

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by

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

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

20. CONFLICT OF INTEREST:

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

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

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

21. 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 prior written consent of County. Any assignment and 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 assignee or delegatee on any claim under this Agreement, absent of such consent, shall not be paid by County. Any payments by County to any assignee or delegatee on any claim under this Agreement, in consequence of such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and be subject to recoupment, set-off, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor (or other equity holders of Contractor), may assign, divest, exchange, sell, or otherwise transfer any interest they may have therein. However, in the event any such assignment, divestment, exchange, sale, or other transfer, is effected in such away 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 of 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 assignment, divestment, exchange, sale, or other transfer shall be refused only if County, in its sole judgement, determines that the assignee(s), buyer(s), transferee(s), or other controlling interest party, is (are) lacking the capability, experience, or financial ability to perform all services and other work required under this Agreement. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, buyout, delegation, merger, subcontract, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

time of execution of this Agreement, then prior written consent thereof by County's

22. SUBCONTRACTING:

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

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

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

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

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

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

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

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

approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

23. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

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

25. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES:

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

26. PURCHASES:

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

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

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

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

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

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary

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

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

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

29. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

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

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

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

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

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

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

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

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

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

as County may authorize in writing) after receipt of notice from County specifying such failure.

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

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

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

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

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

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

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

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the

termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

30. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER:

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

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

32. 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.

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

34. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County purchase orders and/ or 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 Child Support Services Department 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).

B. 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 shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

35. **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.

36. 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.

37. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

38. 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.

39. 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.

40. 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.

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

42. 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 or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will generally not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

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

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

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both,

shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

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

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

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5)

years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

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

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

44. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service

Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

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

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

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

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

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

45. 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 in Attachment II of this contract and is also available on the Internet at www.babysefela.org for printing purposes.

46. 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 Department of Children and Family Services will supply the Contractor with the poster to be used.

47. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement

shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

48. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

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

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other

manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

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

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

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected

Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

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

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

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

1) Use Protected Health Information; and

2) Disclose Protected Health Information if the Disclosure is Required By

Law.

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

(2) Adequate Safeguards for Protected Health Information: Business Associate:

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

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy

Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

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

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

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

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

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to

respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

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

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate

does not cure the breach or end the violation within the time specified by Covered Entity;

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

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

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

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

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

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

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

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

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

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT A

CITY OF LONG BEACH

CHILDREN'S OUTREACH, ENROLLMENT, UTILIZATION, AND RETENTION SERVICES

1. DEFINITION: Children's Outreach, Enrollment, Utilization and Retention (COEUR) is a comprehensive program that: develops and utilizes a variety of techniques for health coverage outreach and enrollment; provides individual assessments of health coverage eligibility; develops and utilizes a variety of techniques to reduce barriers to health coverage enrollment and utilization of benefits; and implements strategies to support health coverage retention. The delivery format of COEUR may include, but not be limited to: community outreach and education, presentations, enrollment events, eligibility assessment, application assistance, enrollment verification, utilization assistance and assistance with retention and redetermination.

2. PERSONS TO BE SERVED:

A. COEUR services shall be provided in Los Angeles county.

B. Contractor shall provide services to uninsured children and their families who may be eligible for Medi-Cal, Healthy Families, and other no or low-cost health coverage programs (in accordance with Exhibits A-1, Scope of Work, attached hereto and incorporated herein by reference).

C. COEUR services shall be provided to individuals who may be eligible for Medi-Cal, Healthy Families or other no-cost or low-cost health coverage programs who reside in the City of Long Beach of Los Angeles county.

3. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder are located at:

3820 Cherry Avenue, Long Beach, California 90807, The Children's Clinic, 2801 Atlantic Avenue, Long Beach California 90807, Westside Neighborhood Clinic, 1436 23rd Street Long Beach, California 90810. Contractor will also provide services at various outstationed locations.

4. COUNTY'S MAXIMUM OBLIGATION: During the periods commencing upon the date of Board approval through June 30, 2007, that portion of County's maximum obligation which is allocated under this Exhibit for COEUR services shall not exceed One Hundred Ninety-Six Thousand, Nine Hundred Forty-Two Dollars (\$196,942).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost basis as set forth in Schedule 1.

Payment for services provided hereunder shall be subject to the provisions set forth in the PAYMENT Paragraph of the

ADDITIONAL PROVISIONS of this Agreement.

6. SERVICES TO BE PROVIDED:

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

B. Contractor shall obtain written approval from DPH's authorized designee for all educational materials utilized in association with this Agreement prior to its implementation.

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

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

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

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

7. STAFFING REQUIREMENTS:

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

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

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

8. STAFF DEVELOPMENT AND TRAINING: Contractor shall conduct ongoing and appropriate staff development and training as

described in Exhibit A-1, Scope of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of COEUR staff. Staff Development and training shall include, but not be limited to, COEUR mandatory trainings and periodic health coverage program reviews and updates.

B. Contractor shall maintain documentation of staff training in each employee file to include, but, not limited to: 1) date, time, and location of staff training; 2) name of trainer and title, training topic(s); 3) and name of attendees and title.

C. Contractor shall document training activities in the monthly report to DPH.

9. CHOI DATA SYSTEM: Contractor shall enter data on program participants into the CHOI Internet-based data tracking and reporting system. "Enter" is defined as: directly entering required data elements into the CHOI data system.

Contractor/Subcontractor staff using the CHOI data tracking and reporting system will be given a user identification and password to ensure the security of the system and the confidentiality of client records. In the event that an agency staff person terminates employment, the Contractor/Subcontractor must close the terminated employee's

user account immediately. In the event an agency staff person at the administrative level terminates employment, the Contractor/Subcontractor must contact DPH immediately so that DPH can close the administrative account and assign a new administrative account.

10. PROPRIETARY CONSIDERATIONS:

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

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

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

DPH. Contractor shall submit additional reports, as requested by DPH.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing face-to-face client services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test). An employee with a positive skin test must furnish a certificate from a health provider annually showing that employee is free from active tuberculosis. Annual chest x-rays may not be warranted but are to be obtained at the health provider's discretion in order to determine that the employee is free from active tuberculosis.

13. QUALITY IMPROVEMENT: Contractor shall develop and submit to DPH within ninety (90) days of the execution of this Agreement its written Quality Improvement Plan (QIP). The QIP shall describe a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.

14. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

Contractor shall sign and return to DPH the Health Insurance

Portability and Accountability Act (HIPAA) Business Associate Agreement. Contractor agrees to the conditions of the Business Associate Agreement, including conducting HIPAA training, implementing safeguards to ensure the legal and appropriate use and disclosure of clients' protected health information; taking action to mitigate harmful effects; and making appropriate notifications of any breach as described in the Business Associate Agreement.

15. Partnerships with Americorps

Contractor is encouraged to consider the advantages of partnering with the California Service Corps (CSC) AmeriCorps program to help maximize the funding allocation and provide additional staffing options for providing services under this Agreement.

SCHEDULE 1

CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES
CHILDREN'S OUTREACH, ENROLLMENT, UTILIZATION
AND RETENTION SERVICES

	<u>Budget Period</u>
	Date of Board Approval through <u>June 30, 2007</u>
Full-Time Salaries	\$64,023
Employee Benefits @ %58	<u>\$37,133</u>
Total Full-Time Salaries and Employee Benefits	\$101,156
Part-Time Salaries	\$0
Employee Benefits @	\$0
Total Part-Time Salaries and Employee Benefits	\$0
Total Salaries and Employee Benefits	\$101,156
Operating Expenses	\$17,833
Equipment	\$8,345
Rent	\$2,880
Subcontracts	\$46,792
Indirect Cost (Max. 15% of Total Allocation)	<u>\$19,936</u>
TOTAL PROGRAM BUDGET	\$196,942

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

SCHEDULE 2

CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES
CHILDREN'S OUTREACH, ENROLLMENT, UTILIZATION
AND RETENTION SERVICES

	<u>Budget Period</u>
	July 1, 2007 through June 30, 2008
Full-Time Salaries	\$104,896
Employee Benefits @ %58	<u>\$60,840</u>
Total Full-Time Salaries and Employee Benefits	\$165,736
Part-Time Salaries	\$0
Employee Benefits @	\$0
Total Part-Time Salaries and Employee Benefits	\$0
Total Salaries and Employee Benefits	\$165,736
Operating Expenses	\$14,637
Equipment	\$9,637
Rent	\$5,760
Subcontracts	\$163,394
Indirect Cost (Max. 15% of Total Allocation)	<u>\$34,324</u>
TOTAL PROGRAM BUDGET	\$393,488

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

SCHEDULE 3

**CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES
CHILDREN'S OUTREACH, ENROLLMENT, UTILIZATION
AND RETENTION SERVICES**

	<u>Budget Period</u>
	July 1, 2008 through <u>June 30, 2009</u>
Full-Time Salaries	\$160,805
Employee Benefits @ %58	<u>\$93,267</u>
Total Full-Time Salaries and Employee Benefits	\$254,072
Part-Time Salaries	\$0
Employee Benefits @	\$0
Total Part-Time Salaries and Employee Benefits	\$0
Total Salaries and Employee Benefits	\$254,072
Operating Expenses	\$12,970
Equipment	\$9,638
Rent	\$5,760
Subcontracts	\$55,889
Indirect Cost (Max. 15% of Total Allocation)	<u>\$55,159</u>
TOTAL PROGRAM BUDGET	\$393,488

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

**EXHIBIT A-1
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2006-2007**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE (S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION												
<p>* Service Planning Area(s) must be specified</p> <p>1.1 By June 30, 2007, Contractor will have successfully engaged a minimum of 1,250 of the target population in Service Planning Area(s) 8 through an outreach/in-reach contact.</p> <p>For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <table border="1" data-bbox="142 776 701 889"> <thead> <tr> <th><u>Agency Name</u></th> <th><u>SPA(s)</u></th> <th><u>Numbers</u></th> </tr> </thead> <tbody> <tr> <td>City of Long Beach DHHS</td> <td align="center">8</td> <td align="center">625</td> </tr> <tr> <td>The Children's Clinic</td> <td align="center">8</td> <td align="center">625</td> </tr> <tr> <td>Total</td> <td align="center">8</td> <td align="center">1,250</td> </tr> </tbody> </table> <p><u>"Successfully engaged"</u> is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c)</p> <p>An <u>"outreach or in-reach contact"</u> is defined as speaking directly either in person or by telephone with a client or potential client for <u>at least five minutes</u> to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (teachers, CBO staff, etc.).</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	City of Long Beach DHHS	8	625	The Children's Clinic	8	625	Total	8	1,250	<p>1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Families and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (DPH) for approval.</p> <p>1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times.</p> <p>1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented.</p> <p>1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier.</p> <p>1.1e Enter documentation of outreach numbers into CHOI database.</p>	<p>1/1/07-3/1/07</p> <p>3/1/07-ongoing</p> <p>3/1/07-ongoing</p> <p>3/1/07-ongoing</p> <p>3/1/07-ongoing</p>	<p>1.1a DPH letters of approval and materials will be kept on file.</p> <p>1.1b Documents will be kept on file and summary of events will be submitted with monthly report to DPH.</p> <p>1.1c Completed documents will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1d Completed documentation will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1e Data system will be queried to generate outreach numbers.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>													
City of Long Beach DHHS	8	625													
The Children's Clinic	8	625													
Total	8	1,250													

**EXHIBIT A-1
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2006-2007**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION												
<p>* Service Planning Area(s) must be specified</p> <p>2.1 June 30, 2007, Contractor will have completed applications for a minimum of 500 clients within Service Planning Area(s) 8 for Medi-Cal, Healthy Families and other no/low cost plans. Contractor will also provide clients with referrals to appropriate health programs or health agencies.</p> <p>For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <table border="1" data-bbox="178 792 740 932"> <thead> <tr> <th><u>Agency Name</u></th> <th><u>SPA(s)</u></th> <th><u>Numbers</u></th> </tr> </thead> <tbody> <tr> <td>City of Long Beach DHHS</td> <td align="center">8</td> <td align="center">250</td> </tr> <tr> <td>The Children's Clinic</td> <td align="center">8</td> <td align="center">250</td> </tr> <tr> <td>Total</td> <td align="center">8</td> <td align="center">500</td> </tr> </tbody> </table> <p>"Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person or telephone assistance. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were completed by another agency or DPSS.</p> <p>"Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. CSPAP, CCS, PPP/DPH, early detection programs, legal services for health issues, etc.). A referral must include an explanation of the program and eligibility screening of the client if the program has eligibility requirements. Does not include referrals for shelter, child-care, or other non-direct health needs.</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	City of Long Beach DHHS	8	250	The Children's Clinic	8	250	Total	8	500	<p>2.1a Develop, or review and revise, enrollment protocol. Submit to DPH for approval.</p> <p>2.1b Conduct enrollment activities utilizing DPH approved client intake form.</p> <p>2.1c Enter data from DPH approved forms into CHOI data system utilizing appropriate codes.</p> <p>2.1d Develop, or review and revise, referral protocol and submit to DPH for approval.</p> <p>2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate DPH approved forms.</p>	<p>1/1/07-3/1/07</p> <p>3/1/07-ongoing</p> <p>3/1/07-ongoing</p> <p>1/1/07-3/1/07</p> <p>3/1/07-ongoing</p>	<p>2.1a DPH letters of approval and materials will be on file.</p> <p>2.1b Completed materials (i.e. client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to DPH. Printed documents of electronically submitted applications will be made available upon DPH request.</p> <p>2.1c For monthly reports, DPH data system will be queried to generate number of applications submitted.</p> <p>2.1d DPH letters of approval on file.</p> <p>2.1e Maintain client intake forms with services/program referral information.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>													
City of Long Beach DHHS	8	250													
The Children's Clinic	8	250													
Total	8	500													

**EXHIBIT A-1
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2006-2007**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.2 By June 30, 2007, Contractor will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1.</p> <p>"Investigated enrollment status" is defined as 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance card or 2) checking status with appropriate insurer through telephone or computer (e.g. MEDS/AEVS). This objective documents agency effort to ascertain enrollment status.</p>	<p>2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval.</p> <p>2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms.</p> <p>2.2c Enter data from DPH approved forms into CHOI data system.</p>	<p>1/1/07–3/1/07</p> <p>6/1/07 – ongoing</p> <p>6/1/07-ongoing</p>	<p>2.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.2c DPH data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to DPH.</p>
<p>2.3 By June 30, 2007, Contractor will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1.</p> <p>This objective documents enrollment outcome.</p> <p>"Confirmed enrollment" is defined as: 1) client has stated that they received notification from insurer or 2) appropriate insurer or computer system has verified that client has been successfully enrolled.</p>	<p>2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form.</p> <p>2.3b Enter data from DPH approved forms into CHOI database</p>	<p>6/1/07 – ongoing</p> <p>6/1/07-ongoing</p>	<p>2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.</p>

**EXHIBIT A-1
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2006-2007**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION												
<p>3.1 By June 30, 2007, Contractor will provide ongoing assistance to 150 clients experiencing problems with enrollment, utilizing benefits, or retention.</p> <table border="1" data-bbox="180 683 740 824"> <thead> <tr> <th><u>Agency Name</u></th> <th><u>SPA(s)</u></th> <th><u>Numbers</u></th> </tr> </thead> <tbody> <tr> <td>City of Long Beach DHHS</td> <td align="center">8</td> <td align="center">75</td> </tr> <tr> <td>The Children's Clinic</td> <td align="center">8</td> <td align="center">75</td> </tr> <tr> <td>Total</td> <td align="center">8</td> <td align="center">150</td> </tr> </tbody> </table> <p>"Ongoing assistance" is defined as in-depth troubleshooting or problem solving designed to help clients overcome barriers to health insurance enrollment, utilization, or retention. Assistance may be provided to 1) clients who originally applied with Contractor or 2) clients who submitted applications with another agency or DPSS but have requested assistance from Contractor.</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	City of Long Beach DHHS	8	75	The Children's Clinic	8	75	Total	8	150	<p>3.1a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms.</p> <p>3.1c Enter data from DPH approved forms into CHOI database.</p>	<p>1/1/07-3/1/07</p> <p>3/1/07 - ongoing</p> <p>3/1/07 - ongoing</p>	<p>3.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to DPH.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>													
City of Long Beach DHHS	8	75													
The Children's Clinic	8	75													
Total	8	150													
<p>3.2 By June 30, 2007, Contractor will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled</p> <p>"Offer utilization assistance" is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person or by telephone to determine whether benefits have been utilized.</p>	<p>3.2a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.2b. Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2c. Enter data from DPH approved utilization forms into DPH database.</p>	<p>1/1/07-3/1/07</p> <p>6/1/07-ongoing</p> <p>6/1/07-ongoing</p>	<p>3.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.2b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.2c. DPH data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to DPH.</p>												

EXHIBIT A-1
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2006-2007

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.1 By June 30, 2007, Contractor will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled.</p> <p>"Offer redetermination assistance" is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired.</p>	<p>4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval.</p> <p>4.1b. Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.1c. Enter data from DPH approved redetermination forms into CHOI database.</p>	<p>Redetermination assistance will be conducted in Fiscal Years 2 and 3.</p>	<p>4.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>4.1b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via database.</p> <p>4.1c. CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to DPH.</p>
<p>5.1 By June 30, 2007, Contractor will have a minimum of 65% retention rate at 14 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1)</p> <p>"Retention rate" is defined as the number of clients who are still enrolled 14 months after submission of application. "Sample" is defined as a subset of clients who applied over a one-month period (month to be determined by DPH) who are contacted by Contractor 14 months later to determine enrollment status.</p>	<p>5.1a Develop, or review and revise, retention protocol. Submit to DPH for approval</p> <p>5.1b. Conduct retention activities and document results on retention verification documents.</p> <p>5.1c Submit data from retention verification documents to DPH.</p>	<p>The 14-month Retention Survey will be conducted in Fiscal Years 2 and 3.</p>	<p>5.1a Letters of DPH approved materials will be kept on file.</p> <p>5.1b Completed retention verification document will be kept on file and results submitted to DPH as required.</p> <p>5.1c DPH will compute contractor retention rate and report summary of results to Contractor.</p>

**EXHIBIT A-1
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2006-2007**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>6.1 By June 30, 2007, Contractor will enter data on program participants into CHOI web-based data system to monitor, facilitate, and evaluate health insurance enrollment and retention.</p> <p>"Enter data" is defined as directly entering required data elements into the DPH web-based data system available to all contractors.</p>	<p>6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.</p> <p>6.1b Ensure that appropriate staff are trained on data entry.</p> <p>6.1c Enter data into CHOI web-based data system.</p> <p>6.1d Run monthly report and send signed copy to DPH.</p>	<p>1/1/07-3/1/07</p> <p>1/1/07-ongoing</p> <p>3/1/07-ongoing</p> <p>3/1/07-ongoing</p>	<p>6.1a Contractor will demonstrate the ability to access the Internet.</p> <p>6.1b Documentation of training and issuance of username and password for data input.</p> <p>6.1c CHOI Database</p> <p>6.1d Maintain copies of signed monthly reports on file.</p>
<p>7.1 By June 30, 2007, Contractor will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization and retention services.</p> <p>"Fully trained" is defined as participation in DPH required and approved trainings and any pertinent programmatic updates for staff providing services. Additional DPH process trainings (e.g., DPH forms and data system updates) may be required as necessary.</p>	<p>7.1a Attend all required DPH approved trainings. A list of required trainings will be provided to Contractors by DPH.</p>	<p>1/1/07 – ongoing</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly report to DPH.</p>
<p>8.1 By June 30, 2007, Contractor will participate in a minimum of 80% of the convened monthly contractor meetings.</p> <p>"Participate" is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors' monthly meetings.</p>	<p>1/1/07-ongoing</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.</p>

**EXHIBIT A-1
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2006-2007**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>9.1 By June 30, 2007, Contractor and subcontractor will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system and One-e-App</p>	<p>9.1a Contractor and subcontractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects.</p> <p>9.1b Contractor and subcontractor staff shall attend DPH training on One-e-App implementation in Los Angeles county.</p> <p>9.1c Contractor and subcontractor staff shall utilize One-e-App and work with DPH to identify One-e-App implementation barriers.</p>	<p>3/1/07-ongoing</p> <p>3/1/07-ongoing</p> <p>3/1/07-ongoing</p>	<p>9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file.</p> <p>9.1b Document attendance in monthly reports submitted to DPH</p> <p>9.1c Document utilization and participation in monthly reports submitted to DPH.</p>
<p>10.1 By June 30, 2007, Contractor will conduct 100% of Quality Improvement Plan (QIP) Activities</p>	<p>10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.</p> <p>10.1b Conduct QIP activities.</p>	<p>1/1/07-3/1/07</p> <p>3/1/07-ongoing</p>	<p>10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file.</p> <p>10.1b Document QIP activities in monthly reports to DPH.</p>
<p>For Contractors with Subcontractors:</p> <p>11.1 By June 30, 2007, Contractor will conduct a minimum of one site visit and one annual contract monitoring to each subcontractor.</p>	<p>11.1a Schedule site visits and maintain list of site, dates, and times.</p> <p>11.1b Conduct site visit utilizing checklist provided by DPH and maintain monitoring visit checklist.</p> <p>11.1c Conduct annual contract monitoring</p> <p>11.1d Prepare Reports of Findings and approve subcontractors' corrective action responses.</p>	<p>4/1/07-6/30/07</p> <p>4/1/07-6/30/07</p> <p>4/1/07-6/30/07</p> <p>4/1/07-6/30/07</p>	<p>11.1a Completed materials will be kept on file. Schedule of site visit shall be submitted with monthly reports to DPH.</p> <p>11.1b Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit checklist.</p> <p>11.1c Completed contract monitoring tools and documentation will be kept on file.</p> <p>11.1d Completed documentation of correction action materials will be kept on file.</p>

**EXHIBIT A-2
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2007-2008**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION																								
<p>* Service Planning Area(s) must be specified</p> <p>1.1 By June 30, 2008, Contractor will have successfully engaged a minimum of 2,500 of the target population in Service Planning Area(s) 8 through an outreach/in-reach contact.</p> <p>For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <table border="0"> <tr> <td><u>Agency Name</u></td> <td><u>SPA(s)</u></td> <td><u>Numbers</u></td> </tr> <tr> <td>Contractor Long Beach DHHS</td> <td align="center">8</td> <td align="center">1000</td> </tr> <tr> <td colspan="3">#####</td> </tr> <tr> <td>The Children's Clinic</td> <td align="center">8</td> <td align="center">1000</td> </tr> <tr> <td>Westside Neighborhood Clinic</td> <td align="center">8</td> <td align="center">500</td> </tr> <tr> <td colspan="3">#####</td> </tr> <tr> <td colspan="3">#####</td> </tr> <tr> <td>Total</td> <td align="center">8</td> <td align="center">2,500</td> </tr> </table> <p>"<u>Successfully engaged</u>" is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c)</p> <p>An "<u>outreach or in-reach contact</u>" is defined as speaking directly either in person or by telephone with a client or potential client for <u>at least five minutes</u> to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (teachers, CBO staff, etc.).</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Contractor Long Beach DHHS	8	1000	#####			The Children's Clinic	8	1000	Westside Neighborhood Clinic	8	500	#####			#####			Total	8	2,500	<p>1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Families and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (DPH) for approval.</p> <p>1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times.</p> <p>1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented.</p> <p>1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier.</p> <p>1.1e Enter documentation of outreach numbers into CHOI database.</p>	<p>8/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>1.1a DPH letters of approval and materials will be kept on file.</p> <p>1.1b Documents will be kept on file and summary of events will be submitted with monthly report to DPH.</p> <p>1.1c Completed documents will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1d Completed documentation will be kept on file and number of participants will be reported to DPH in monthly reports. on file.</p> <p>1.1e Data system will be queried to generate outreach numbers.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>																									
Contractor Long Beach DHHS	8	1000																									
#####																											
The Children's Clinic	8	1000																									
Westside Neighborhood Clinic	8	500																									
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Total	8	2,500																									

**EXHIBIT A-2
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2007-2008**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION																								
<p>* Service Planning Area(s) must be specified</p> <p>2.1 June 30, 2008, Contractor will have completed applications for a minimum of 1800 clients within Service Planning Area(s) 8 for Medi-Cal, Healthy Families and other no/low cost plans. Contractor will also provide clients with referrals to appropriate health programs or health agencies.</p> <p>For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <table border="1" data-bbox="205 852 745 1133"> <thead> <tr> <th><u>Agency Name</u></th> <th><u>SPA(s)</u></th> <th><u>Numbers</u></th> </tr> </thead> <tbody> <tr> <td>Contractor Long Beach DHHS</td> <td align="center">8</td> <td align="center">720</td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>The Children's Clinic</td> <td align="center">8</td> <td align="center">720</td> </tr> <tr> <td>Westside Neighborhood Clinic</td> <td align="center">8</td> <td align="center">360</td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td align="center">8</td> <td align="center">1,800</td> </tr> </tbody> </table> <p>"Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person or telephone assistance. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were completed by another agency or DPSS.</p> <p>"Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. CSPAP, CCS, PPP/DPH, early detection programs, legal services for health issues, etc.). A referral must include an explanation of the program and eligibility screening of the client if the program has eligibility requirements. Does not include referrals for shelter, child-care, or other non-direct health needs.</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Contractor Long Beach DHHS	8	720	#####			The Children's Clinic	8	720	Westside Neighborhood Clinic	8	360	#####			#####			Total	8	1,800	<p>2.1a Develop, or review and revise, enrollment protocol. Submit to DPH for approval.</p> <p>2.1b Conduct enrollment activities utilizing DPH approved client intake form.</p> <p>2.1c Enter data from DPH approved forms into CHOI data system utilizing appropriate codes.</p> <p>2.1d Develop, or review and revise, referral protocol and submit to DPH for approval.</p> <p>2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate DPH approved forms.</p>	<p>8/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>8/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>2.1a DPH letters of approval and materials will be on file.</p> <p>2.1b Completed materials (i.e. client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to DPH. Printed documents of electronically submitted applications will be made available upon DPH request.</p> <p>2.1c For monthly reports, DPH data system will be queried to generate number of applications submitted.</p> <p>2.1d DPH letters of approval on file.</p> <p>2.1e Maintain client intake forms with services/program referral information.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>																									
Contractor Long Beach DHHS	8	720																									
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**EXHIBIT A-2
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2007-2008**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.2 By June 30, 2008, Contractor will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1.</p> <p><u>"Investigated enrollment status"</u> is defined as 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance card or 2) checking status with appropriate insurer through telephone or computer (e.g. MEDS/AEVS). This objective documents agency effort to ascertain enrollment status.</p>	<p>2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval.</p> <p>2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms.</p> <p>2.2c Enter data from DPH approved forms into CHOI data system.</p>	<p>8 / 1 / 0 7 - ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>2.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.2c DPH data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to DPH.</p>
<p>2.3 By June 30, 2008, Contractor will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1.</p> <p>This objective documents enrollment outcome.</p> <p><u>"Confirmed enrollment"</u> is defined as: 1) client has stated that they received notification from insurer or 2) appropriate insurer or computer system has verified that client has been successfully enrolled.</p>	<p>2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form.</p> <p>2.3b Enter data from DPH approved forms into CHOI database</p>	<p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.</p>

**EXHIBIT A-2
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2007-2008**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

<p>2.1 By June 30, 2008, Contractor will provide ongoing assistance to 300 clients experiencing problems with enrollment, utilizing benefits, or retention.</p> <table border="1"> <thead> <tr> <th><u>Agency Name</u></th> <th><u>SPA(s)</u></th> <th><u>Numbers</u></th> </tr> </thead> <tbody> <tr> <td>Contractor Long Beach DHHS</td> <td align="center">8</td> <td align="center">100</td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>The Children's Clinic</td> <td align="center">8</td> <td align="center">100</td> </tr> <tr> <td>Westside Neighborhood Clinic</td> <td align="center">8</td> <td align="center">100</td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td align="center">8</td> <td align="center">300</td> </tr> </tbody> </table> <p>"Ongoing assistance" is defined as in-depth troubleshooting or problem solving designed to help clients overcome barriers to health insurance enrollment, utilization, or retention. Assistance may be provided to 1) clients who originally applied with Contractor or 2) clients who submitted applications with another agency or DPSS but have requested assistance from Contractor.</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Contractor Long Beach DHHS	8	100	#####			The Children's Clinic	8	100	Westside Neighborhood Clinic	8	100	#####			#####			Total	8	300	<p>3.1a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms.</p> <p>3.1c Enter data from DPH approved forms into CHOI database.</p>	<p>8/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>3.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to DPH.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>																									
Contractor Long Beach DHHS	8	100																									
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Total	8	300																									
<p>3.2 By June 30, 2008, Contractor will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled</p> <p>"Offer utilization assistance" is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person or by telephone to determine whether benefits have been utilized.</p>	<p>3.2a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.2b. Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2c. Enter data from DPH approved utilization forms into DPH database.</p>	<p>8/1/07-ongoing</p> <p>7/1/07 ongoing</p> <p>7/1/07 ongoing</p>	<p>3.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.2b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.2c. DPH data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to DPH.</p>																								

EXHIBIT A-2
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2007-2008

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.1 By June 30, 2008, Contractor will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled.</p> <p>"Offer redetermination assistance" is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired.</p>	<p>4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval.</p> <p>4.1b. Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.1c. Enter data from DPH approved redetermination forms into CHOI database.</p>	<p>8/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>4.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>4.1b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via database.</p> <p>4.1c. CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to DPH.</p>
<p>4.1 By June 30, 2008, Contractor will have a minimum of 65% retention rate at 14 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1)</p> <p>"Retention rate" is defined as the number of clients who are still enrolled 14 months after submission of application.</p> <p>"Sample" is defined as a subset of clients who applied over a one-month period (month to be determined by DPH) who are contacted by Contractor 14 months later to determine enrollment status.</p>	<p>5.1a Develop, or review and revise, retention protocol. Submit to DPH for approval</p> <p>5.1b. Conduct retention activities and document results on retention verification documents.</p> <p>5.1c Submit data from retention verification documents to DPH.</p>	<p>8/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>5.1a Letters of DPH approved materials will be kept on file.</p> <p>5.1b Completed retention verification document will be kept on file and results submitted to DPH as required.</p> <p>5.1c DPH will compute contractor retention rate and report summary of results to Contractor.</p>

EXHIBIT A-2
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2007-2008

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>5.1 By June 30, 2008, Contractor will enter data on program participants into CHOI web-based data system to monitor, facilitate, and evaluate health insurance enrollment and retention.</p> <p>"Enter data" is defined as directly entering required data elements into the DPH web-based data system available to all contractors.</p>	<p>6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.</p> <p>6.1b Ensure that appropriate staff is trained on data entry.</p> <p>6.1c Enter data into CHOI web-based data system.</p> <p>6.1d Run monthly report and send signed copy to DPH.</p>	<p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>6.1a Contractor will demonstrate the ability to access the Internet.</p> <p>6.1b Documentation of training and issuance of username and password for data input.</p> <p>6.1c CHOI Database</p> <p>6.1d Maintain copies of signed monthly reports on file.</p>
<p>6.1 By June 30, 2008, Contractor will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization and retention services.</p> <p>"Fully trained" is defined as participation in DPH required and approved trainings and any pertinent programmatic updates for staff providing services. Additional DPH process trainings (e.g., DPH forms and data system updates) may be required as necessary.</p>	<p>7.1a Attend all required DPH approved trainings. A list of required trainings will be provided to Contractors by DPH.</p>	<p>7/1/07-ongoing</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly report to DPH.</p>
<p>8.1 By June 30, 2008, Contractor will participate in a minimum of 80% of the convened monthly contractor meetings.</p> <p>"Participate" is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors' monthly meetings.</p>	<p>7/1/07-ongoing</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.</p>

EXHIBIT A-2
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2007-2008

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>9.1 By June 30, 2008, Contractor and subcontractor will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system and One-e-App</p>	<p>9.1a Contractor and subcontractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects.</p> <p>9.1b Contractor and subcontractor staff shall attend DPH training on One-e-App implementation in Los Angeles county.</p> <p>9.1c Contractor and subcontractor staff shall utilize One-e-App and work with DPH to identify One-e-App implementation barriers.</p>	<p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file.</p> <p>9.1b Document attendance in monthly reports submitted to DPH</p> <p>9.1c Document utilization and participation in monthly reports submitted to DPH.</p>
<p>10.1 By June 30, 2008, Contractor will conduct 100% of Quality Improvement Plan (QIP) Activities</p>	<p>10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.</p> <p>10.1b Conduct QIP activities.</p>	<p>8/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file.</p> <p>10.1b Document QIP activities in monthly reports to DPH.</p>
<p>For Contractors with Subcontractors:</p> <p>11.1 By June 30, 2008, Contractor will conduct a minimum of one site visit and one annual contract monitoring to each subcontractor.</p>	<p>11.1a Schedule site visits and maintain list of site, dates, and times.</p> <p>11.1b Conduct site visit utilizing check list provided by DPH and maintain monitoring visit check list.</p> <p>11.1c Conduct annual contract monitoring</p> <p>11.1.d Prepare Reports of Findings and approve subcontractors' corrective action responses.</p>	<p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p> <p>7/1/07-ongoing</p>	<p>11.1a Completed materials will be kept on file. Schedule of site visit shall be submitted with monthly reports to DPH.</p> <p>11.1b Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit check list.</p> <p>11.1c Completed contract monitoring tools and documentation will be kept on file.</p> <p>11.1d Completed documentation of correction action materials will be kept on file.</p>

**EXHIBIT A-3
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2008-2009**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION															
<p>* Service Planning Area(s) must be specified</p> <p>1.1 By June 30, 2009, Contractor will have successfully engaged a minimum of 2,500 of the target population in Service Planning Area(s) 8 through an outreach/in-reach contact.</p> <p>For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <table border="0" data-bbox="170 764 722 818"> <tr> <td><u>Agency Name</u></td> <td><u>SPA(s)</u></td> <td><u>Numbers</u></td> </tr> <tr> <td>Contractor Long Beach DHHS</td> <td align="center">8</td> <td align="center">1000</td> </tr> </table> <p>#####</p> <table border="0" data-bbox="170 878 705 932"> <tr> <td>The Children's Clinic</td> <td align="center">8</td> <td align="center">1000</td> </tr> <tr> <td>Westside Neighborhood Clinic</td> <td align="center">8</td> <td align="center">500</td> </tr> </table> <p>#####</p> <p>#####</p> <table border="0" data-bbox="170 987 705 1016"> <tr> <td>Total</td> <td align="center">8</td> <td align="center">2,500</td> </tr> </table> <p>"Successfully engaged" is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c)</p> <p>An "outreach or in-reach contact" is defined as speaking directly either in person or by telephone with a client or potential client for <u>at least five minutes</u> to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (teachers, CBO staff, etc.).</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Contractor Long Beach DHHS	8	1000	The Children's Clinic	8	1000	Westside Neighborhood Clinic	8	500	Total	8	2,500	<p>1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Families and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (DPH) for approval.</p> <p>1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times.</p> <p>1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented.</p> <p>1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier.</p> <p>1.1e Enter documentation of outreach numbers into CHOI database.</p>	<p>8/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p>	<p>1.1a DPH letters of approval and materials will be kept on file.</p> <p>1.1b Documents will be kept on file and summary of events will be submitted with monthly report to DPH.</p> <p>1.1c Completed documents will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1d Completed documentation will be kept on file and number of participants will be reported to DPH in monthly reports. on file.</p> <p>1.1e Data system will be queried to generate outreach numbers.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>																
Contractor Long Beach DHHS	8	1000																
The Children's Clinic	8	1000																
Westside Neighborhood Clinic	8	500																
Total	8	2,500																

**EXHIBIT A-3
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2008-2009**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION																								
<p>* Service Planning Area(s) must be specified</p> <p>2.1 June 30, 2009, Contractor will have completed applications for a minimum of 1,800 clients within Service Planning Area(s) 8 for Medi-Cal, Healthy Families and other no/low cost plans. Contractor will also provide clients with referrals to appropriate health programs or health agencies.</p> <p>For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <table border="0"> <thead> <tr> <th><u>Agency Name</u></th> <th><u>SPA(s)</u></th> <th><u>Numbers</u></th> </tr> </thead> <tbody> <tr> <td>Contractor Long Beach DHHS</td> <td align="center">8</td> <td align="center">720</td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>The Children's Clinic</td> <td align="center">8</td> <td align="center">720</td> </tr> <tr> <td>Westside Neighborhood Clinic</td> <td align="center">8</td> <td align="center">360</td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td align="center">8</td> <td align="center">1,800</td> </tr> </tbody> </table> <p>"Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person or telephone assistance. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were completed by another agency or DPSS.</p> <p>"Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. CSPAP, CCS, PPP/DPH, early detection programs, legal services for health issues, etc.). A referral must include an explanation of the program and eligibility screening of the client if the program has eligibility requirements. Does not</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Contractor Long Beach DHHS	8	720	#####			The Children's Clinic	8	720	Westside Neighborhood Clinic	8	360	#####			#####			Total	8	1,800	<p>2.1a Develop, or review and revise, enrollment protocol. Submit to DPH for approval.</p> <p>2.1b Conduct enrollment activities utilizing DPH approved client intake form.</p> <p>2.1c Enter data from DPH approved forms into CHOI data system utilizing appropriate codes.</p> <p>2.1d Develop, or review and revise, referral protocol and submit to DPH for approval.</p> <p>2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate DPH approved forms.</p>	<p>8/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>8/1/08-ongoing</p> <p>7/1/08-ongoing</p>	<p>2.1a DPH letters of approval and materials will be on file.</p> <p>2.1b Completed materials (i.e. client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to DPH. Printed documents of electronically submitted applications will be made available upon DPH request.</p> <p>2.1c For monthly reports, DPH data system will be queried to generate number of applications submitted.</p> <p>2.1d DPH letters of approval on file.</p> <p>2.1e Maintain client intake forms with services/program referral information.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>																									
Contractor Long Beach DHHS	8	720																									
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The Children's Clinic	8	720																									
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**EXHIBIT A-3
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2008-2009**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.2 By June 30, 2009, Contractor will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1.</p> <p><u>"Investigated enrollment status"</u> is defined as 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance card or 2) checking status with appropriate insurer through telephone or computer (e.g. MEDS/AEVS). This objective documents agency effort to ascertain enrollment status.</p>	<p>2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval.</p> <p>2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms.</p> <p>2.2c Enter data from DPH approved forms into CHOI data system.</p>	<p>8 / 1 / 0 8 - ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p>	<p>2.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.2c DPH data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to DPH.</p>
<p>2.3 By June 30, 2009, Contractor will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1.</p> <p>This objective documents enrollment outcome.</p> <p><u>"Confirmed enrollment"</u> is defined as: 1) client has stated that they received notification from insurer or 2) appropriate insurer or computer system has verified that client has been successfully enrolled.</p>	<p>2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form.</p> <p>2.3b Enter data from DPH approved forms into CHOI database</p>	<p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p>	<p>2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.</p>

**EXHIBIT A-3
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2008-2009**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION																								
<p>2.1 By June 30, 2009, Contractor will provide ongoing assistance to 300 clients experiencing problems with enrollment, utilizing benefits, or retention.</p> <table border="1" data-bbox="205 623 751 906"> <thead> <tr> <th><u>Agency Name</u></th> <th><u>SPA(s)</u></th> <th><u>Numbers</u></th> </tr> </thead> <tbody> <tr> <td>Contractor Long Beach DHHS</td> <td>8</td> <td>100</td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>The Children's Clinic</td> <td>8</td> <td>100</td> </tr> <tr> <td>Westside Neighborhood Clinic</td> <td>8</td> <td>100</td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>#####</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>8</td> <td>300</td> </tr> </tbody> </table> <p>"Ongoing assistance" is defined as in-depth troubleshooting or problem solving designed to help clients overcome barriers to health insurance enrollment, utilization, or retention. Assistance may be provided to 1) clients who originally applied with Contractor or 2) clients who submitted applications with another agency or DPSS but have requested assistance from Contractor.</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Contractor Long Beach DHHS	8	100	#####			The Children's Clinic	8	100	Westside Neighborhood Clinic	8	100	#####			#####			Total	8	300	<p>3.1a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms.</p> <p>3.1c Enter data from DPH approved forms into CHOI database.</p>	<p>8/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p>	<p>3.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to DPH.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>																									
Contractor Long Beach DHHS	8	100																									
#####																											
The Children's Clinic	8	100																									
Westside Neighborhood Clinic	8	100																									
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Total	8	300																									
<p>3.2 By June 30, 2009, Contractor will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled</p> <p>"Offer utilization assistance" is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person or by telephone to determine whether benefits have been utilized.</p>	<p>3.2a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.2b. Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2c. Enter data from DPH approved utilization forms into DPH database.</p>	<p>8/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p>	<p>3.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.2b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.2c. DPH data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to DPH.</p>																								

**EXHIBIT A-3
SCOPE OF WORK
Children's Outreach, Enrollment, Utilization and Retention Services
Fiscal Year 2008-2009**

Goal: To increase access to health care by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.1 By June 30, 2009, Contractor will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled.</p> <p>"Offer redetermination assistance" is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired.</p>	<p>4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval.</p> <p>4.1b. Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.1c. Enter data from DPH approved redetermination forms into CHOI database.</p>	<p>8/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p>	<p>4.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>4.1b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via database.</p> <p>4.1c. CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to DPH.</p>
<p>4.1 By June 30, 2009, Contractor will have a minimum of 65% retention rate at 14 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1)</p> <p>"Retention rate" is defined as the number of clients who are still enrolled 14 months after submission of application.</p> <p>"Sample" is defined as a subset of clients who applied over a one-month period (month to be determined by DPH) who are contacted by Contractor 14 months later to determine enrollment status.</p>	<p>5.1a Develop, or review and revise, retention protocol. Submit to DPH for approval</p> <p>5.1b. Conduct retention activities and document results on retention verification documents.</p> <p>5.1c Submit data from retention verification documents to DPH.</p>	<p>8/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p>	<p>5.1a Letters of DPH approved materials will be kept on file.</p> <p>5.1b Completed retention verification document will be kept on file and results submitted to DPH as required.</p> <p>5.1c DPH will compute contractor retention rate and report summary of results to Contractor.</p>

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>5.1 By June 30, 2009, Contractor will enter data on program participants into CHOI web-based data system to monitor, facilitate, and evaluate health insurance enrollment and retention.</p> <p>"Enter data" is defined as directly entering required data elements into the DPH web-based data system available to all contractors.</p>	<p>6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.</p> <p>6.1b Ensure that appropriate staff is trained on data entry.</p> <p>6.1c Enter data into CHOI web-based data system.</p> <p>6.1d Run monthly report and send signed copy to DPH.</p>	<p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p> <p>7/1/08-ongoing</p>	<p>6.1a Contractor will demonstrate the ability to access the Internet.</p> <p>6.1b Documentation of training and issuance of username and password for data input.</p> <p>6.1c CHOI Database</p> <p>6.1d Maintain copies of signed monthly reports on file.</p>
<p>6.1 By June 30, 2009, Contractor will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization and retention services.</p> <p>"Fully trained" is defined as participation in DPH required and approved trainings and any pertinent programmatic updates for staff providing services. Additional DPH process trainings (e.g., DPH forms and data system updates) may be required as necessary.</p>	<p>7.1a Attend all required DPH approved trainings. A list of required trainings will be provided to Contractors by DPH.</p>	<p>7/1/08-ongoing</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly report to DPH.</p>
<p>8.1 By June 30, 2009, Contractor will participate in a minimum of 80% of the convened monthly contractor meetings.</p> <p>"Participate" is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors' monthly meetings.</p>	<p>7/1/08-ongoing</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.</p>

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9.1 By June 30, 2009, Contractor and subcontractor will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system and One-e-App	9.1a Contractor and subcontractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects. 9.1b Contractor and subcontractor staff shall attend DPH training on One-e-App implementation in Los Angeles county. 9.1c Contractor and subcontractor staff shall utilize One-e-App and work with DPH to identify One-e-App implementation barriers.	7/1/08-ongoing 7/1/08-ongoing 7/1/08-ongoing	9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file. 9.1b Document attendance in monthly reports submitted to DPH 9.1c Document utilization and participation in monthly reports submitted to DPH.
10.1 By June 30, 2009, Contractor will conduct 100% of Quality Improvement Plan (QIP) Activities	10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services. 10.1b Conduct QIP activities.	8/1/08-ongoing 7/1/08-ongoing	10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file. 10.1b Document QIP activities in monthly reports to DPH.
For Contractors with Subcontractors: 11.1 By June 30, 2009, Contractor will conduct a minimum of one site visit and one annual contract monitoring to each subcontractor.	11.1a Schedule site visits and maintain list of site, dates, and times. 11.1b Conduct site visit utilizing check list provided by DPH and maintain monitoring visit check list. 11.1c Conduct annual contract monitoring 11.1.d Prepare Reports of Findings and approve subcontractors' corrective action responses.	7/1/08-ongoing 7/1/08-ongoing 7/1/08-ongoing 7/1/08-ongoing	11.1a Completed materials will be kept on file. Schedule of site visit shall be submitted with monthly reports to DPH. 11.1b Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit check list. 11.1c Completed contract monitoring tools and documentation will be kept on file. 11.1d Completed documentation of correction action materials will be kept on file.