January 3, 2002

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

Dear Supervisors:

COMMUNITY ACCESS PROGRAM
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept the Notice of Grant Award No. 4-G92-OA-00024-01-01 from the Department of Health and Human Services, Health Resources and Services Administration, Exhibit I, in the amount of $1,443,817, for the Community Access Program for the budget period of September 1, 2001 through August 31, 2002.

2. Approve and authorize the Acting Director of Health Services, or his designee, to sign six Community Access Program agreement amendments, substantially similar to Exhibit II, with the providers listed on Attachment B with a maximum obligation of $518,993, effective on the date of Board approval through August 31, 2002, 100% offset by Health Resources and Services Administration Grant funding at no net County cost.

3. Approve and authorize the Acting Director of Health Services, or his designee, to sign five Community Access Program agreements, substantially similar to Exhibit III, with the collaborative partner agencies listed on Attachment B with a maximum obligation of $389,723, effective the date of Board approval through August 31, 2002 100% offset by Health Resources and Services Administration Grant funding at no net County cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving these actions the Board is:
- authorizing the Acting Director of Health Services, or his designee, to accept a supplemental grant award from Health Resources and Services Administration (HRSA) in the amount of $1,443,817 to enhance a collaborative project to address barriers encountered by patients accessing the Los Angeles County ambulatory care provider safety network.

- authorizing the Acting Director of Health Services, or his designee, to sign six agreement amendments with current community coalition partners to continue Community Access Program (CAP) activities. Four of the six agreement amendments (identified in Exhibit B) provide for expanded services and include additional funding for a total maximum obligation of $518,993; the remaining two agreement amendments (identified in Exhibit B) provide for a term extension through August 31, 2002 with no additional funding which will allow both contractors to continue providing CAP services and maximize the current funds allocated under their agreements.

- authorizing the Acting Director of Health Services, or his designee, to sign agreements with five new community coalition partners with a maximum total obligation of $389,723 which will increase CAP services in Los Angeles County.

Overall, approval of the recommended actions will enable the Department of Health Services (DHS or Department) and its community coalition partners to supplement several regional and Countywide CAP activities that address health care barriers, system integration, system efficiencies, and improved patient outcomes.

**FISCAL IMPACT/FINANCING:**

The Notice of Grant Award (NGA) No. 4-G92-OA-00024-01-01 provides $1,443,817 in funding for the budget period of September 1, 2001 through August 31, 2002 which provides funds for the recommended additional funding for four of the current CAP service providers and for the five new contractors, effective upon Board approval through August 31, 2002.

As identified in Attachment C, the total funding for CAP activities, from September 1, 2001 through August 31, 2002 is, $1,841,442 which includes $1,443,817 from a Year 2 allocation and $397,625 rollover funds from Year 1 unexpended funds. Funding is included in the Fiscal Year (FY) 2001-02 Adopted Budget and will be requested in future fiscal years.

The requested actions will not impact net County cost.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

In 2000, HRSA established the CAP. The program’s purpose is to assist communities and consortia of health care providers to develop the infrastructure necessary to fully develop or strengthen integrated health systems of care that coordinate health services for the uninsured in the following categories: 1) health care transportation, 2) ophthalmology telemedicine, 3) optical dispensing, 4) emergency room utilization management, and 5) juvenile asthma disease management.

On September 7, 2000, the Department received its first award for the period of September 1, 2000 through August 31, 2001 in the amount of $1,925,089. The grant was awarded to the Department;
the Office of Ambulatory Care will facilitate the Web Referral activity and will function as the coordinator and fiscal pass-through of the remaining project activities. The six community coalition partners were: 1) Antelope Valley Partners for Health (Partners in Care Foundation as fiscal intermediary), 2) Community Clinic Association of Los Angeles County, 3) Hollywood-Wilshire Health Coalition (Los Angeles Free Clinic as fiscal intermediary), 4) Los Angeles Eye Institute, 5) ValleyCare Community Consortium (Partners in Care Foundation as fiscal intermediary), and 6) Westside Health Coalition (Venice Family Clinic as fiscal intermediary).

In April 2001, CAP announced the availability of up to $17.25 million as one-time supplemental funds to current CAP grantees. This funding is part of the $125 million that was appropriated for CAP under the FY 2001, Department of Health and Human Services (DHHS) Appropriations Act. Supplemental funding awards were based on applications from current grantees to: 1) set up additional infrastructure, 2) incorporate additional collaborating partners into their previously approved scope of activities, 3) provide additional services, and/or 4) serve a larger target population.

On July 1, 2001, on behalf of our partners and the Department, we submitted a collaborative proposal that requested supplemental funding to achieve several enhancements to the original activities. DHS coordinated the development of the proposal with the current community coalition partners. The proposal included several additional community coalition partners which participated in earlier CAP activities, although they did not have a County contract.

On September 17, 2001, DHS received the NGA from HRSA for the period September 1, 2001 through August 31, 2002 in the amount of $1,443,817. The grant is being awarded to DHS to facilitate and manage the CAP activities, as well as to continue to coordinate and function as fiscal pass-through of all the projects.

Under this Board action, Los Angeles Eye Institute’s (LAEI) agreement term is extended through August 31, 2002; however, DHS is currently negotiating with this coalition partner to amend this agreement to add ophthalmology telemedicine services. If negotiations are successful, DHS will return to the Board at a later date to request contract approval; however, if negotiations are unsuccessful, DHS and its coalition partners will develop an alternate plan for conducting ophthalmology telemedicine services.

Attachments A, B, and C provide additional information.

County Counsel has reviewed the NGA (Exhibit I) and approved the agreement and agreement amendments (Exhibit II, and III) as to form.

CONTRACTING PROCESS:

DHS responded to HRSA’s Request for Applications released in April 2001. The recommended agreements and agreement amendments are identified in the proposal approved by HRSA. Since the County is receiving a grant award from HRSA to enhance the infrastructure projects, advertisement on the Office of Small Business’ Countywide Web Site is not appropriate at this time.

The Honorable Board of Supervisors
January 3, 2002
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the NGA will enable the Department and its community coalition partners to enhance several regional and Countywide activities that address health care barriers, system integration, system efficiencies, and improved patient outcomes.

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

Respectfully submitted,

Fred Leaf
Acting Director of Health Services

FL:bc

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

BLCD1741:bjc
01:1855
SUMMARY OF AGREEMENTS

COMMUNITY ACCESS PROGRAM

1. **TYPE OF SERVICE:**

   The Community Access Program enables the Department of Health Services and its community coalition partners to supplement several regional and Countywide activities that address major barriers to patient access, system integration, system efficiencies, and improved patient outcomes.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

   Community Access Program Office
   Health Resources and Services Administration
   5600 Fishers Lane, Room 11-25
   Rockville, Maryland 20857
   Contact Person: Dennis Wagner, Acting Director
   Telephone: (301) 443-1830
   Facsimile (FAX): (301) 443-0248

   Various subcontract providers listed under Attachment B.

3. **TERM OF AGREEMENT:**

   NGA No. 4-G92-OA-00024-01-01 covers the period beginning September 1, 2001 through August 31, 2002. The term of the agreements for CAP service providers identified on Attachment B, are effective date of Board approval through August 31, 2002 with the exception of the agreement with Los Angeles Free Clinic; this agreement will expire on June 30, 2005.

4. **FINANCIAL INFORMATION:**

   The DHHS, HRSA NGA provides $1,443,817 for the budget period beginning September 1, 2001 through August 31, 2002; all funds under this NGA must be spent by August 31, 2002.

   As identified in Attachment C, the total funding for the CAP, from September 1, 2001 through August 31, 2002 is $1,841,442, which includes a Year 2 allocation of $1,443,817 and rollover from Year 1 unexpended funds in the amount of $397,625. Funding is included in the Fiscal Year 2001-02 Adopted Budget and will be requested in future fiscal years.

5. **GEOGRAPHIC AREA TO BE SERVED:**

   Countywide.

6. **ACCOUNTABLE FOR PROGRAM EVALUATION:**

   Ingrid Lamirault, Director, Office of Ambulatory Care

7. **APPROVALS:**

   Health Services: Fred Leaf, Acting Director
   Contracts and Grants Division: Riley J. Austin, Acting Chief
   County Counsel (approval as to form): Sharon A. Reichman, Senior Deputy

BLCD1741:bjc
## COMMUNITY ACCESS PROGRAM COALITION PARTNERS

### Health Resources and Services Administration - Community Access Program
#### The Los Angeles County Initiative: Strengthening the Safety Net

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<th>ACTIVITY(IES)</th>
<th>FUNDING</th>
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<tr>
<td>Clinica Msr. Oscar Romero (fiscal agent only) 123 South Alvarado Street Los Angeles, California 90057 Contact: Roland Palencia Telephone #: (213) 989-7700 Facsimile #: (213) 989-7702</td>
<td>1</td>
<td>SPA 7 Health Planning Group</td>
<td>Expand access to ophthalmologic and optometric services in SPA 4; implement an RN case management pilot program designed to improve the quality of care for diabetic and hypertensive patients, and reduce the number of visits these patients require with a physician; and provide health care transportation assistance to patients seeking care at DHS and PPP sites in SPA 4.</td>
<td>$129,557</td>
</tr>
<tr>
<td>Charles R. Drew University of Medicine and Science (fiscal agent only) 1731 East 120th Street Los Angeles, California 90059 Contact: Umar Hassan Telephone #: (323) 563-5829 Facsimile #: (323) 563-5929</td>
<td>2</td>
<td>SPA 6 Health and Mental Health Committee</td>
<td>Expand access to ophthalmologic and optometric services in SPA 6 and provide health care transportation assistance to patients seeking care at DHS and PPP sites in SPA 6.</td>
<td>$31,330</td>
</tr>
<tr>
<td>Eisner Pediatric &amp; Family Medical Center (fiscal agent only) 1530 S. Olive Street Los Angeles, CA 90015 Contact: Carl Coan Telephone #: (213) 746-1037 Facsimile #: (213) 746-9379</td>
<td>1</td>
<td>Coalition for Community Health</td>
<td>Expand access to ophthalmologic and optometric services in SPA 4; and provide health care transportation assistance to patients seeking care at DHS and PPP sites in SPA 4.</td>
<td>$72,939</td>
</tr>
<tr>
<td>Community Health Alliance of Pasadena (CHAP) (fiscal agent only) 1855 N. Fair Oaks Avenue Pasadena, California 91103 Contact: Margie Martinez Telephone #: (626) 398-6300 Facsimile #: (626) 398-5948</td>
<td>5</td>
<td>SPA 3 Health Planning Group</td>
<td>Expand access to ophthalmologic and optometric services in SPA 3; and provide health care transportation assistance to patients seeking care at DHS and PPP sites in SPA 3.</td>
<td>$89,732</td>
</tr>
<tr>
<td>Little Company of Mary Health Services (fiscal agent only) 2601 Airport Drive, Suite 140 Torrance, California 90505 Contact: Jim Tehan Telephone #: (310) 257-3586 Facsimile #: (310) 530-8306</td>
<td>4</td>
<td>SPA 8 Health Planning Group</td>
<td>Expand access to ophthalmologic and optometric services in SPA 8; and provide health care transportation assistance to patients seeking care at DHS and PPP sites in SPA 8.</td>
<td>$66,165</td>
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<tr>
<td>Community Clinic Association of Los Angeles County (CCALAC) 1545 Wilshire Boulevard, Ste 400</td>
<td>All</td>
<td>DHS and CCALAC.</td>
<td>Assist five community clinics in fully implementing pediatric asthma disease management health education modules</td>
<td>$159,985</td>
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**SUBTOTAL FOR NEW AGREEMENTS** $389,723
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<td>Los Angeles, California</td>
<td></td>
<td></td>
<td>Link mobile eye clinic to DHS and PPP primary care sites in support of comprehensive diabetes programs. Also provide screening at school sites.</td>
<td>$0</td>
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<tr>
<td>Los Angeles Free Clinic (LAFC)</td>
<td></td>
<td></td>
<td>Implement protocols and procedures to integrate the separate DHS public health and PPP primary care systems at Hollywood/Wilshire Health Center; and coalition members will identify culturally appropriate private resources to add to the network serving the uninsured in the Hollywood area.</td>
<td>$0</td>
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<tr>
<td>Partners in Care Foundation (fiscal agent only)</td>
<td></td>
<td></td>
<td>Expand access to ophthalmologic and optometric services in SPA 1; and provide health care transportation assistance to patients seeking care at DHS and PPP sites in SPA 1.</td>
<td>$46,900</td>
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<tr>
<td>Partners in Care Foundation (fiscal agent only)</td>
<td></td>
<td></td>
<td>Attain sustainable reduction in inappropriate emergency room utilization in SPA 2; develop and pilot-test health care transportation tracking software for use with TranStar; and provide health care transportation assistance to patients seeking care at DHS and PPP sites in SPA 2.</td>
<td>$263,962</td>
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<tr>
<td>Venice Family Clinic (fiscal agent only)</td>
<td></td>
<td></td>
<td>Expand access to ophthalmologic and optometric services in SPA 5; and provide health care transportation assistance to patients seeking care at DHS and PPP sites in SPA 5.</td>
<td>$48,146</td>
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**SUBTOTAL FOR AMENDMENT AGREEMENTS** | $518,993

**TOTAL FUNDING** | $908,716
HEALTH RESOURCES AND SERVICES ADMINISTRATION

COMMUNITY ACCESS PROGRAM AGREEMENT

__________________________ Contractor Name Goes Here

AGREECD422.DHH
wbc:1/18/02
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THIS AGREEMENT is entered into this _________________ day
of _________________, 2001,

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

and (hereafter "Contractor").

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

WHEREAS, County plans to enter into an agreement with the Department of
Health and Human Services (DHHS), Health Resources and Services
Administration (HRSA) to offset costs incurred to implement the Community
Access Program (hereafter "Project") offered by County’s Department of Health
Services (hereafter "DHS"), the objective of which is to implement various
activities to address major barriers encountered by patients accessing the
Los Angeles County safety network; and

WHEREAS, Contractor possesses the competence, expertise, and personnel to
provide such temporary services described hereunder and has offered its
resources to County to carry out the objectives of the Project which are
totally funded by the DHHS, Health Resources and Services Administration; and

WHEREAS, this Agreement is authorized by California Government Code
Section 26227;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall be effective
upon the date of Board approval, and shall continue, unless sooner terminated
or canceled, in full force and effect to and including August 31, 2002.
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.

If for any reason the federal government fails to approve this Agreement or if the federal agreement which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. In addition, this Agreement may be terminated, with or without cause, by either party upon giving of at least thirty (30) days' advance written notice to the other.

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

2. DESCRIPTION OF SERVICES: Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference, and County’s agreement with the DHHS, Health Resources and Services Administration for the project titled "Community Access Program" (hereafter, "DHHS Agreement") incorporated herein by this reference as though fully set forth at this point. Contractor hereby acknowledges receipt of a copy of DHHS Agreement.

3. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County
for Contractor’s performance hereunder shall not exceed Two Hundred Three Thousand Ninety-Four Dollars ($203,094).

Contractor shall use such funds only to pay for Expenditure Categories (Personnel and Operating Expenses), as set forth in Schedule 1 of Exhibit A and only to the extent that such funds are reimbursable to County under the DHHS Agreement.

Any change in the dollar amounts of any Expenditure Category (or sub-category) on Schedule 1 shall be made only with the prior written approval of Director.

4. **PAYMENT**: County shall reimburse Contractor monthly in arrears, for actual reimbursable net costs incurred upon submission to Director by Contractor of an invoice on such forms as may be furnished or required by County. Such invoice shall detail actual reimbursable costs incurred by Contractor in accordance with Schedule 1 of Exhibit A. Each invoice shall be approved and signed by Contractor’s duly authorized designee. Contractor shall submit original invoices directly to County of Los Angeles Department of Health Services, Public Health, Office of Planning, 510 South Vermont Avenue Room 201, Los Angeles California 90020, Attention: Director, with a copy to County of Los Angeles Department of Health Services, Public Health, Financial Management, 5555 Ferguson Drive, First Floor-West, Commerce, California 90022, Attention: Grants Manager. Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month. County shall remit payments within a reasonable period of time following receipt of a complete and correct invoice in accordance with the Schedule(s) attached hereto.

Notwithstanding any other provisions of this Agreement, this Agreement shall be subject to all provisions of the DHHS Agreement for this Project, and payment to Contractor under the terms of this Agreement shall be subject to County’s receipt of sufficient federal funds.
In the event that County, due to audit or otherwise, is required to reimburse project funds to the DHHS, Health Resources and Services Administration or has its project funds reduced, County in turn may require Contractor to reimburse County for any or all of the payments made hereunder or may reduce payments to Contractor.

5. **FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS**: 

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced from 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 the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be reflected 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) 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, the 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 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.

6. **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.

7. **INDEMNIFICATION AND INSURANCE**:

   A. **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.

B. 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.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department Health Services, Contracts and Grants Division, 313 N. Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Division Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

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

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

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
(e) identify any deductibles or self-insured retentions for County’s approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) **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.

(3) **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.

(4) **Notification of Incidents, Claims or Suits**: Contractor shall report to County:

(a) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
(b) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

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

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

(5) 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.

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

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

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

C. Insurance Coverage Requirements:

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

General Aggregate: $2 million

Products/Completed Operations Aggregate: $1 million
Personal and Advertising Injury: $1 million

Each Occurrence: $1 million

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

(3) **Workers Compensation and Employers’ Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law 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

(4) **Professional Liability**: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.
8. **ACCESS**: For the performance of services hereunder by Contractor and only for the purpose of such services, County shall provide Contractor and its personnel with reasonable access to County premises.

9. **RULES AND REGULATIONS**: During the time that Contractor’s employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee’s actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

10. **ENTIRE AGREEMENT**: The body of this Agreement including Additional Provisions, Exhibit A, Schedule 1 of Exhibit A, Exhibit B, and DHHS Agreement shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

11. **CONFLICT OF TERMS**: To the extent there exists any conflict between the language of this Agreement and that of any 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:

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

13. **CONTRACTOR’S OFFICES**: Contractor’s primary business offices are located at ________________________________. Contractor’s primary business telephone number is (310) 649-7350, and facsimile/FAX number is (310) 649-7357. Contractor shall notify in writing County’s DHS, Contracts and Grants Division of any change in its primary business address, business telephone number, and business facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date thereof. If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County’s DHS, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

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

A. Notices to County shall be addressed as follows:

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

(2) Department of Health Services
Public Health
313 North Figueroa Street, Eighth Floor
Los Angeles, California 90012
Attention: Chief of Operations

B. Notices to Contractor shall be addressed as follows:

Community Clinic Association of Los Angeles County
8610 Sepulveda Boulevard, Suite 202
Los Angeles, California 90045
Attention: Mandy Johnson

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

COUNTY OF LOS ANGELES

By

Fred Leaf
Acting Director of Health Services

Contractor

By

Signature

Printed Name

Title

(AFFIX CORPORATE SEAL HERE)

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By

Acting Chief Contracts and Grants Division

AGREECD422.DHH
wbc:1/18/02
ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

PUBLIC HEALTH SERVICES AGREEMENT
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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**: 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) Articles of Incorporation and By-Laws.
(2) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e. another legal entity or parent corporation).

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

(a) 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.

(b) 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. **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. Acknowledgement 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 acknowledgement shall be substantially similar to Exhibit B, attached hereto and incorporated herein by reference.

8. 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.
9. **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.

10. **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.

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

   B. 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 as set forth in Exhibit A.
C. 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.

D. 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.

E. 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.

F. **Withholding Payment:**

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

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

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

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

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

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

12. 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.
13. **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.

14. **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.

15. **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 acknowledgement 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).

16. 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.

17. 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.

18. **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.

19. **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.

20. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph 21, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent of such County consent, shall not be paid by County. Any payments by County to any delegatee or
assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.
21. **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 County 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 County be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

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

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

23. **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.

24. 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.
25. **PURCHASES**: 

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

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

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

C. **Inventory Records, Controls, and Reports:** Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety 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.

26. **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.

27. **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.

28. **TERMINATION FOR INSOLVENCY AND DEFAULT**

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

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

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

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

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

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

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

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

In the event that County terminates this Agreement as provided 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, as determined by County, for such similar services.

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

29. **TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION**: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that 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 a contract or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's
performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

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

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

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

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

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

31. 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.

32. 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.

33. 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.

34. 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.

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

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

Within thirty (30) calendar days of the effective date of this Agreement, Contractor shall submit to County's District Attorney ("DA") a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the DA with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the DA) to County's DA shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.
36. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement.

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

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

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

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

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

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

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

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

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

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

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

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

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

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

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

ACKNOWLEDGED AND RECEIVED:

NAME: ________________________________

DATE: ________________________________

NAME: ________________________________

Print

CAP Amendment - 12/06/2001
Copy must be forwarded by CONTRACTOR to Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

AGREECD422.DHH
wbc:1/18/02
CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department, these certifications may be provided immediately following the procurement.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal)__________________________________________________________, hereby submit this certification to the
(County department)____________________________________________________________________________________
pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal)
_________________________________________________________________________________________, an independently-owned or franchiser-owned business
(Circle one), located at (contractor or, if an association, associated member address) ____________________________________________

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _______________________________ day of _________________________
(Month and Year)
at ____________________________________________________ ____________________________ (City/State (Telephone No.)
by ____________________________________________________________________________
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 91109
Los Angeles, California 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276
HEALTH RESOURCES AND SERVICES ADMINISTRATION

COMMUNITY ACCESS PROGRAM AGREEMENT

AMENDMENT NO. __

THIS AMENDMENT is made and entered into this _________ day
of ______________, 2002, (DATE HERE IS THE BOARD ADOPTED DATE)

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

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Community Access Program
Agreement", dated __________, and further identified as County Agreement No.
(hereafter "Agreement"); and

WHEREAS, the parties wish to amend Agreement to extend the term; and

(The following recital will be included for contractors receiving additional funds)

WHEREAS, the parties also wish to amend Agreement to increase the maximum obligation and to
expand the Statement of Work; and

WHEREAS, said Agreement provides that such changes may be made in the form of a written amendment
which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:
1. This Amendment shall become effective upon Board approval.

2. The term of Agreement is hereby extended six (6) months and shall expire at midnight on August 31, 2002.

3. Agreement Paragraph 2, DESCRIPTION OF SERVICES, shall be revised to read as follows.

   “2. DESCRIPTION OF SERVICES:

   (Los Angeles Free Clinic’s Amendment will include the following for CAP services:)

   Effective January 30, 2001 through August 31, 2002 Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference, and County’s agreement with DHSS, Health Resources and Services Administration for the project title “Community Access Program” (hereafter, “DHHS Agreement”) incorporated herein by this reference as though fully set forth at this point. Contractor hereby acknowledges receipt of a copy of DHHS Agreement.

   Effective January 1, 2002 through June 30, 2005, Contractor agrees to provide the enhanced and supplemental service to County in the manner and form as described in Exhibit C, attached hereto and incorporated herein by reference.”

   (The following paragraph will be included in Contract amendment for the other 5 providers for CAP services)

   Contractor agrees to provide services to County in the manner and form as described in the body of this Agreement and in Exhibit A and Exhibit B, attached hereto and incorporated herein by
reference, and County’s agreement with DHSS, Health Resources and Services Administration for the project title “Community Access Program” (hereafter, “DHHS Agreement”) incorporated herein by this reference as though fully set forth at this point. Contractor hereby acknowledges receipt of a copy of DHHS Agreement.”

(The following paragraph will be included in Contract amendment for four (4) providers who will be receiving additional funding for CAP services.)

4. Agreement Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows.

“3. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for Contractor’s performance hereunder shall not exceed (the total of Contractors current amount plus the additional funds will be spelled out here). $________.

Contractor shall use such funds only to pay Expenditure Categories (Personal and Operating Expenses), as set forth in Schedule 1 of Exhibit A and Schedule 2 of Exhibit B, and only to the extent that such funds are reimbursable to County under the DHHS Agreement.

Any change in the dollar amounts of any Expenditure Category (or sub-category) on Schedule 1 or Schedule 2 shall be made only with the prior written approval of the Director.”

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

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

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

COUNTY OF LOS ANGELES

By ________________________________
Fred Leaf
Acting Director of Health Services

____________________________
Contractor

By ________________________________
Signature

____________________________
Printed Name

____________________________
Title

(AFFIX CORPORATE SEAL HERE)

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By ________________________________
Acting Chief, Contracts and Grants
Division

AMCD1741.BC
[COMMENT1] ON PAGE 2, TOP AND BOTTOM NEED TO BE
CHANGED TO 5 AND 5