

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA # *B-4

Urgent _____ Routine X *VB*

AGENDA DATE August 28, 2001

CEO Concurs with Recommendation YES PO NO _____
(Information Attached)

4/5 Vote Required YES _____ NO ✓

SUBJECT: APPROVAL TO ACCEPT ADDITIONAL FUNDING FROM THE CALIFORNIA FAMILY HEALTH COUNCIL, TITLE X, TO ENHANCE OUTREACH AND BASIC CONTRACEPTIVE SERVICES TO THE MEN AND WOMEN IN STANISLAUS COUNTY.

STAFF
RECOMMEN-
DATIONS:

1. APPROVAL TO ACCEPT ADDITIONAL ENHANCEMENT FUNDING FOR STANISLAUS COUNTY HEALTH SERVICES AGENCY (HSA), FAMILY PLANNING PROGRAM, FOR REMAINDER OF CALENDER YEAR 2001.
2. APPROVAL FOR HSA MANAGING DIRECTOR OR HER DESIGNEE TO SIGN AND ACCEPT THE ADDENDUM TO THE BASIC CONTRACEPTIVE SERVICES CONTRACT ENHANCING THE TITLE X FUNDING BY \$25,317.00.

FISCAL
IMPACT:

This addendum to the existing Title X contract will provide enhancement funding to augment the basic contraceptive services contract by \$25,317.00, raising the total contract to \$193,317.00 for calendar year 2001. This has been included in Fiscal Year 01-02 budget. Specifically, the Title X Grant covers the salaries and benefits for staff working within the Family Planning programs throughout the County.

BOARD ACTION AS FOLLOWS:

No. 2001-634

On motion of Supervisor Blom , Seconded by Supervisor Simon

and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: *Simon* Deputy

File No.

SUBJECT: APPROVAL TO ACCEPT ADDITIONAL FUNDING FROM THE CALIFORNIA FAMILY HEALTH COUNCIL, TITLE X, TO ENHANCE OUTREACH AND BASIC CONTRACEPTIVE SERVICES TO MEN AND WOMEN IN STANISLAUS COUNTY.

PAGE 2

DISCUSSION: The California Family Health Council, a non-profit California corporation, disperses Federal Title X dollars through yearly contracts to delegate family planning agencies. The contract allows the Health Services Agency to continue providing subsidized family planning services to approximately 15,000 low income men and women in Stanislaus County.

The enhancement funding for the remainder of calendar year 2001 is for the following:

\$6,014.00 is an increased allocation given to support administrative activities for the Family Planning Program. This allocation increase is due to the increase in clients seen within the HSA system ,specifically for family planning services.

\$19,303.00 is specifically targeted for male services, which is inclusive of outreach education and clinical services. This funding is a core component for male responsibility initiatives.

POLICY
ISSUES:

Board of Supervisors approval will allow the HSA to continue to broaden access and deliver high quality family planning services to the men and women in Stanislaus County and supports the Board priority of a safe and healthy community.

STAFFING
IMPACT:

None.

CALIFORNIA FAMILY HEALTH COUNCIL, INC.

2001 Title X
Family Planning Program
Contract
Amendment Number 01

The 2001 Title X Family Planning Program Contract referenced above for January 1, 2001 to December 31, 2001 between **Stanislaus County Health Services Agency** and the California Family Health Council, Inc. (CFHC) is hereby amended as follows:

Consideration

1. The dollar allocation is increased to reflect revised CFHC allocations as follows:

\$ 6,014 for Basic Contraceptive Services
\$19,303 for Male Services

2. The following shall serve as a replacement for Section II. STATEMENT OF WORK

II. STATEMENT OF WORK:

The funding under this contract shall be used for family planning services. Services provided hereunder by Contractor are hereinafter referred to as "Family Planning Services". The program for providing Family Planning Services hereunder shall hereinafter be referred to as the "Family Planning Program". Family planning means the process of establishing objectives for the number and spacing of children, and selecting means by which those objectives may be achieved. Family planning Services provided hereunder exclude abortions and services ancillary to abortion as provided in section XVI herein. The Contractor shall in a satisfactory and proper manner as determined by CFHC perform the functions and services described in Exhibit A, which is attached to the original contract, and Exhibit A-1, Statement of Work for additional services and/or allocations which is attached and incorporated herein by reference.

3. The following shall serve as a replacement for Section III. CONSIDERATION:

III. CONSIDERATION:

The Contractor shall be compensated for services performed under this contract and paid for such services as set forth in Exhibit B, Agency Budget,

and Exhibit B-1, Budget for additional services and/or allocations which is attached hereto and incorporated herein by reference.

Payment to the Contractor under the terms of this contract will be made based on submission of actual expenditures and shall be subject to the timely receipt of funds from the funding source, the timely submission to CFHC by the Contractor of the financial and performance reports required herein, the timely submission to CFHC by the Contractor of reports, surveys, or questionnaires as may from time to time be required, and timely receipt by CFHC of complete and accurate invoices from the Contractor.

The total amount committed to the programs under this contract is **\$1,386,052**.

The maximum obligation of CFHC for payments due under this contract shall not exceed the amount of **\$192,050**. The contractor is responsible for providing the funds, goods, and services identified as "Applicant and Other" in Exhibit B of the Master Contract and Exhibit B-1, Budget for additional services and/or allocations.

The total dollar commitment is allocated as follows:

CFHC maximum obligation for Basic Contraceptive Services	\$172,747
Third Party Basic Contraceptive Services	\$1,194,002
Total Basic Contraceptive Services	\$1,366,749
Male Services	\$19,303
<u>Total Title X Contract amount</u>	<u>\$1,386,052</u>

It is mutually understood between both parties that the Contractor will expend no less than twenty-five percent (25%) of the Basic Contraceptive Services funds allocated in this contract for Special Population Projects and no less than ten percent (10%) of the Basic Contraceptive Services funds for Partnering Projects.

An indirect cost allowance (ICA) is permitted only where an agency has a rate negotiated with the Department of Health and Human Services (DHHS). The

maximum permitted to be charged to CFHC is 20% of the amount requested from CFHC in the Personnel Cost category. If the amount negotiated with DHHS is less than the CFHC maximum, the amount allowable is limited to the amount allowed by DHHS.

All Family Planning Program related income, whatever the source, received by the Contractor is committed to the Family Planning Program and requires CFHC expenditure approval, either in the attached Exhibit B, or by subsequent budget modification. Program Income is subject to Code of Federal Regulations Title 45, Part 74.24 (b).

4. The following shall serve as an addition to Section V. REPORTING REQUIREMENTS:

<u>REPORT TITLE</u>	<u>FREQUENCY OF SUBMISSION</u>	<u>DUE DATE</u>
Male Services Progress Report Submitted to the attention of: Maryjane Henning Director of Provider Services	<u>Quarterly</u>	30th of the month following the period reported. For January, February and March <u>DUE: April 30</u> for April, May and June <u>DUE: July 30</u> for July, August and September <u>DUE: October 30</u> for October, November and December <u>DUE: January 30, 2002</u>
Male Services Statement of Revenue and Expenditure Report Submitted to the attention of Richard Reetz	<u>Quarterly</u>	17th of the month following the period reported For January, February and March <u>DUE: April 17</u>

<u>REPORT TITLE</u>	<u>FREQUENCY OF SUBMISSION</u>	<u>DUE DATE</u>
Finance Department		for April, May and June <u>DUE: July 17</u> For July, August and September <u>DUE: October 17</u> for October, November and December <u>DUE: January 17, 2002</u>

All clients that are served as a result of this funding must be reported on the Basic Contraceptive Services Quarterly Progress Report.

5. Contractor will be reimbursed for any expenses incurred by these allocations as follows:

Basic Contraceptive Services – in accordance with reimbursement procedures established in the Master Contract.

Male Services - Quarterly based on receipt of an acceptable Statement of Revenue and Expenditure Report. Any expenses for Male Services may have been incurred retroactive to, but not before, January 1, 2000.

The Statement of Revenue and Expenditure Report must be based on the approved line items in the attached appropriate Budget.

6. All allowable expenses must be incurred by December 31, 2001.
7. Procurement and maintenance of equipment must be in accordance with Federal Regulation Title 45, Part 74, OMB Circulars A-21, A-122, and A-87, and Contractor will maintain appropriate inventory records.
8. It is understood that expenditures incurred under this amendment must be combined with expenditures incurred under the master contract for the

purpose of preparing the Family Planning Annual Report and the Financial Status Report.

9. All other terms and provisions of said agreement shall remain in full force and effect. The effective date of this amendment shall be June 1, 2001.

CONTRACTOR:

Stanislaus County Health Services Agency

By: _____

Typed Name:

Title:

Date: _____

GRANTEE:

California Family Health Council, Inc.
Margie Fites Seigle, CEO

By: _____

Date: _____

**Male Services Program
Statement of Work
January 1, 2001 to December 31, 2001**

Agency Name: *Stanislaus County*

Goal A: To increase the number of males served by 10% over those served during CY 2000 through outreach, marketing, and clinical service delivery, by December 31, 2001.			
Objective	Activity	Person (s) Responsible	Evaluation
1. Agency will develop, add, or maintain their current outreach strategy in order to reach (1500) males.	<p>a. Create or maintain male outreach strategies, Such as:</p> <ul style="list-style-type: none"> • Hire and train outreach worker(s) • Create a local marketing campaign • Develop web based information and education for male services • Television, radio, or billboard marketing • Incentives program <p>b. Develop tracking mechanism to record outreach contacts</p> <p>c. Reach (1500) males through outreach</p> <p>d. Attend regional workshops on strategy development for male services.</p>	PROGRAM DIRECTOR	<ul style="list-style-type: none"> • Narrative description of implementation of outreach strategies will be submitted with the Quarterly Progress Report • Maintain and submit documentation of the progress with outreach efforts on the Quarterly Progress report • Attendance at the regional workshop

**Male Services Program
Statement of Work
January 1, 2001 to December 31, 2001**

Agency Name: *Stanislaus County*

Goal A: To increase the number of males served by 10% over those served during CY 2000 through outreach, marketing, and clinical service delivery, by December 31, 2001.			
Objective	Activity	Person (s) Responsible	Evaluation
2. Agency will provide male oriented materials to clients throughout CY 2001	a. Select materials from CFHC list or use own materials. If using materials that are not on CFHC list, submit samples of other materials to be used b. Order and distribute materials within clinic and community	CLINIC AND OUTREACH STAFF	<ul style="list-style-type: none"> • Maintain catalog of male educational materials purchased • Submit quarterly estimation with the Quarterly Progress Report of the number of educational brochures distributed
3. Agency will increase male services by 10% over those served in CY 2000	a. Provide male medical services such as: <ul style="list-style-type: none"> • Complete male physical exams • STD screening / testing and treatment • Sexual reproductive health counseling and education 	CLINIC STAFF	<ul style="list-style-type: none"> • A 10 % increase in male clients served as reported on the Quarterly Progress Report

CALIFORNIA FAMILY HEALTH COUNCIL
 FAMILY PLANNING BUDGET
 "SUMMARY"

Exhibit B-1

Delegate Agency:

Stanislaus County

Date:
07/06/01

Budget Period:		Total Amount Required	Sources of Funds	
From:	01/01/01		Applicant and Other	Allocated from CFHC
To:	12/31/01			
1. Personnel Services		\$ 981,479	\$ 815,479	\$ 166,000
2. Patient Care		93,960	93,960	
3. Equipment		-		
4. Other Cost		291,310	284,563	6,747
Total Cost		\$ 1,366,749	\$ 1,194,002	\$ 172,747

Sources of Funds:	Amount
A. Applicant Funds	\$ -
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B. Other Sources (identify each separately)	\$ -
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C. Program generated revenues (Medi-Cal, Patient fees, & other third party income)	\$ 1,366,749
1. SOFP, MediCal, Patient Fees and Other third party income	\$ 1,366,749
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Total Sources of Funds	\$ 1,194,002

Prepared by:

Cynthia A. Coit

Date:

08/16/00

Approved by:

\$

Date:

1,194,

**CALIFORNIA FAMILY HEALTH COUNCIL
FAMILY PLANNING BUDGET
"BY PROJECTS SUMMARY"**

Delegate Agency:

Stanislaus County

Date:
07/06/01

Budget Period:		Total Amount Required	Sources of Funds	
From:	01/01/01		Applicant and Other	Allocated from CFHC
To:	12/31/01			
1. Basic Contraceptive Services				
A. Medical Services (BCS)		\$ 888,387	\$ 776,101	\$ 112,286
B. Special Population Project		341,688	298,501	43,187
C. Partnering Project		136,674	119,400	17,274
Total Cost		\$ 1,366,749	\$ 1,194,002	\$ 172,747

Prepared by:

Cynthia A. Coit

Date:

08/16/00

Approved by:

Date:

**CALIFORNIA FAMILY HEALTH COUNCIL
FAMILY PLANNING BUDGET DETAIL
"FRINGE BENEFITS"**

Delegate Agency:

Stanislaus County

Date: 07/06/01

Detail Budget for this Period:		Annual Salary Amount	Total Budget F.T.E.	Total Amount Required	Sources of Funds			
From:	01/01/01				I.D. Code	Applicant & Other	Allocated From CFHC	I.D. Code
To:	12/31/01							
1. PERSONNEL SERVICES:								
1.5 Fringe Benefits								
A. Personnel Summary Cost								
1. Primary Care Physician		\$ -		\$ -				
2. Other Medical /Surgical Specialist		-		-				
3. Midlevel Practitioners		286,936	4.45	286,936		172,306	114,630	
4. Nurses		73,722	2.20	73,722		55,964	17,758	
5. Medical Support		21,972	1.00	21,972		12,785	9,187	
6. Other Health - Clinical		46,093	2.00	46,093		21,668	24,425	
7. Other Health - Educators		39,424	1.23	39,424		39,424		
8. Laboratory		-		-				
9. Pharmacy		-		-				
10. Administration		190,652	5.79	190,652		190,652		
11. Facility		-		-				
			16.67	658,799		\$ 492,799	\$ 166,000	
B. Fringe Benefits Rates Applied								
FICA		7.87%		51,847		51,847		
S.U.I.		0.83%		5,468		5,468		
Workers Compensation		3.33%		21,938		21,938		
Medical & Dental		8.26%		54,417		54,417		
Retirement		7.91%		52,111		52,111		
Other - Vac, Sick and Holiday		17.71%		116,673		116,673		
Other - Deferred Comp		2.95%		19,435		19,435		
Family Employee Assistance		0.12%		791		791		
Sub-Total - Fringe Benefits		48.98%		\$ 322,680		\$ 322,680	\$ -	
C. Fringe Rate Adjustments (Reductions Only)								
1. Primary Care Physician				\$ -				
2. Other Medical /Surgical Specialist				-				
3. Midlevel Practitioners				-				
4. Nurses				-				
5. Medical Support				-				
6. Other Health - Clinical				-				
7. Other Health - Educators				-				
8. Laboratory				-				
9. Pharmacy				-				
10. Administration				-				
11. Facility				-				
Sub-Total - Fringe Adjustments				\$ -		\$ -	\$ -	
Total Personnel Services Cost			16.67	\$ 981,479		\$ 815,479	\$ 166,000	

**CALIFORNIA FAMILY HEALTH COUNCIL
FAMILY PLANNING BUDGET DETAIL
"CLINICAL SERVICES"**

Delegate Agency:

Stanislaus County

Date: 07/06/01

Detail Budget for this Period:		Annual Services Amount	Number Of Months	% Of Time	Total Amount Required	Sources of Funds			
From:	01/01/01					I.D. Code	Applicant & Other	Allocated From CFHC	I.D. Code
To:	12/31/01								
2. PATIENT CARE:									
2.1 Clinical Services									
1.	Physician Fees	\$ 37,385	12	100.00%	\$ 37,385		\$ 37,385		
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Sub-Total (Clinical Services)			F.T.E. >	1.00	\$ 37,385		\$ 37,385	\$	-

**CALIFORNIA FAMILY HEALTH COUNCIL
 FAMILY PLANNING BUDGET DETAIL
 "CONSULTANTS & MEDICAL SUPPLIES"**

Delegate Agency:

Stanislaus County

Date: 07/06/01

Detail Budget for this Period: From: 01/01/01 To: 12/31/01		Total Amount Required	Sources of Funds			
			I.D. Code	Applicant & Other	Allocated From CFHC	I.D. Code
4. OTHER COSTS:						
4.1 Consultant Expense						
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Sub-Total - Consultant Expense		\$ -		\$ -	\$ -	
4.2 Medical Supplies						
1. Medical Supplies		\$ 158,322		\$ 158,322		
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Sub-Total - Medical Supplies		\$ 158,322		\$ 158,322	\$ -	
Sub-Total (Consultants & Medical Supplies)		\$ 158,322		\$ 158,322	\$ -	



February 12, 2002



CALIFORNIA
FAMILY
HEALTH
COUNCIL, INC.

Ms. Samantha Phillips
Stanislaus Medical Center
2501-E McHenry Avenue
Modesto, California 95350

SUBJECT: 2002 Title X Family Planning Program Contract

Dear Ms. Phillips:

Enclosed please find one (1) completely executed original of your Basic Contraceptive Services Contract as referenced above. This contract covers the program period January 1, 2002 through December 31, 2002 and now represents the governing document between your organization and the California Family Health Council, Inc., for performance of the required services.

Should you have any questions regarding this contract please contact me at (213) 386-5614 extension 4532.

Sincerely,

Richard Reetz
Contract Administrator

Enclosure as noted

- c: Contract Files
- Cindy Coit w/o enclosure
- John Elliot w/o enclosure
- Henry A. Skau, Jr. w/o enclosure

8/28/01

B-4

CALIFORNIA FAMILY HEALTH COUNCIL, INC.

2002 TITLE X
FAMILY PLANNING PROGRAM
CONTRACT

This CONTRACT is entered into as of this 1st day of January, 2002 by and between the CALIFORNIA FAMILY HEALTH COUNCIL INC., a nonprofit California Corporation, with its principal office located at 3600 Wilshire Boulevard, Suite 600, Los Angeles, California 90010 (hereinafter referred to as "CFHC"), and Stanislaus County Health Services Agency with its principal office located at 2501-E McHenry Avenue, Modesto, CA 92350 (hereinafter referred to as the "Contractor").

CFHC and the Contractor hereby mutually agree as follows:

I. PERIOD:

The period of this contract is from January 1, 2002 through December 31, 2002.

II. STATEMENT OF WORK:

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

III. CONSIDERATION:

The Contractor shall be compensated for services performed under this contract and paid for such services as set forth in Exhibit B, Budget(s), which is attached hereto and incorporated herein by reference.

Payment to the Contractor under the terms of this contract will be made based on submission of actual expenditures and shall be subject to the timely receipt of funds from the funding source, the timely submission to CFHC by the Contractor of the financial and performance reports required

IV. REQUESTS FOR PROGRAM AND/OR BUDGET MODIFICATIONS:

Written requests to modify the approved program plan, including the Statement of Work, clinic location sites, clinic session hours, etc., and/or to modify Exhibit B, Budget(s), must be submitted to CFHC for approval in writing prior to implementation of such changes with the exception of those changes within Contractor's flexibility. All modifications must be approved by CFHC prior to November 15th, 2002.

The Contractor shall have the flexibility to transfer 10% between categories with written notification to CFHC.

All modification requests or notifications must include a revised Statement of Work and/or Budget.

V. REPORTING REQUIREMENTS:

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

<u>REPORT TITLE</u>	<u>FREQUENCY OF SUBMISSION</u>	<u>DUE DATE</u>
Basic Contraceptive Services Quarterly Progress Report Submitted electronically at www.cfhc.org Questions regarding this report should be directed to: Maryjane Henning Director of Provider Services (213) 386-5614 ext. 4414	<u>Quarterly</u>	30th of the month following the period reported. For January, February and March <u>DUE: April 30</u> for April, May and June <u>DUE: July 30</u> for July, August and September <u>DUE: October 30</u> for October, November and December <u>DUE: January 30, 2003</u>

<u>REPORT TITLE</u>	<u>FREQUENCY OF SUBMISSION</u>	<u>DUE DATE</u>
Statement of Revenue and Expenditure Report Submitted to the attention of: Richard Reetz Finance Department	<u>Quarterly</u>	17th of the month following the period reported For January, February and March <u>DUE: April 17</u> For April, May and June <u>DUE: July 17</u> For July, August and September <u>DUE: October 17</u> For October, November and December <u>DUE: January 17, 2003</u>
Financial Status Report (FSR) Submitted to the attention of: Richard Reetz Finance Department	<u>Annual</u>	45 days following the close of the Contract period <u>DUE: February 15, 2003</u>
Equipment Inventory Submitted to the attention of: Richard Reetz Finance Department	<u>Annual</u>	45 days following the close of the Contract period <u>DUE: February 15, 2003</u>
Special Reports surveys and questionnaires as may be requested by CFHC or its funding source	Specified Date	Specified Date

All reports must be received at CFHC by 5:00 p.m. on the due date designated. If the due date occurs on a weekend day or a designated

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

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

VII. FINANCIAL AND COMPLIANCE AUDIT:

A. Contractors that are government or non-profit organizations agree to obtain an independent annual single, organization wide financial and compliance audit. The audit shall be conducted in accordance with the requirements specified in the Federal Office of Management and the Budget (OMB) Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations".

Contractors that are commercial organizations have two options regarding audits:

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

One copy of the audit report shall be delivered to CFHC. The report shall be due within 30 days after the completion of the audit.

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

planning program if it incurs continuing deficits in third party revenue or underachievement in DHHS earnings.

IX. FISCAL PROVISIONS

A. Federal Agreement Funds

1. It is mutually understood between the parties that this Agreement may have been entered into before ascertaining the availability of Congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available by the United States Government for the Fiscal Year -2002 for the purposes of this program. In addition, this Agreement is subject to any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

B. Funding Reduction

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

XIII. ASSIGNMENT OF CLAIMS:

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

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

XIV. FACILITIES:

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

XVIII. INSURANCE:

Without limiting Contractor's indemnification of CFHC, Contractor shall provide and maintain at its own expense during term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by responsible insurer(s) satisfactory to CFHC and proof shall be delivered to CFHC on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that CFHC is to be given written notice by registered mail at least thirty days in advance of any modification or termination of any program of insurance. In lieu of the insurance requirements listed below, CFHC acknowledges, understands and agrees that Contractor may provide any or all such required forms of insurance through programs of self-insurance as allowed under California law.

Failure on the part of Contractor to produce or maintain required insurance shall constitute a material breach of this Agreement upon which CFHC may immediately terminate or suspend this Agreement. Such insurance shall be primary to and not contributing with any other insurance maintained by CFHC, shall name CFHC as an additional insured, and shall include, but not be limited to:

- A. Liability: Comprehensive general liability insurance endorsed for premises-operations, products/completed operations, contractual, broad form property damage, and personal injury, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

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

- B. Workers' Compensation: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employers liability with One Hundred Fifty Thousand Dollars (\$150,000) limit, covering all persons providing services on behalf of Contractor and all risks to such persons under this Agreement.
- C. Medical Malpractice: Medical Malpractice professional insurance coverage in the minimum amount of \$1,000,000.
- D. Fidelity: A loss payee endorsement under a blanket fidelity bond covering employees.

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

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

XXII. NON-DISCRIMINATION:

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

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

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

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

Linguistic compatibility shall be sought between the staff and the recipients of the services funded under this contract.

XXIII. GENERAL TERMS AND CONDITIONS:

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

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

- a. Public Health Service Act as amended Title X/42 CRP Part 59.
- b. U.S. Department of Health and Human Services, Public Health Service Grants Policy Statement - DHHS Publication No. (OASH 94-50,000 (Rev.) April 1, 1994.
- c. Code of Federal Regulations Title 42 as applicable. This Title sets forth programmatic grant regulations.
- d. Code of Federal Regulations Title 45 as applicable. This Title contains, among other regulations, administrative regulations, applicable to grants and cooperative agreements. Public policy provisions that are to be included in contracts under grants (or subgrants) are included in the procurement standards prescribed by Parts 74 and 92.
- e. Contractors who receive subgrants in an amount in excess of \$100,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.
- f. Contractors who receive subgrants in an amount in excess of \$100,000 shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

XXV. NOTIFICATION OF CHANGE IN KEY STAFF:

The Contractor shall notify CFHC in writing within ten (10) working days of any change in Key Staff listed on the Contract Information Sheet.

XXVI. TERMINATION OF CONTRACT:

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract; or if the funding from the funding source under which this contract is funded is terminated by the funding source CFHC shall thereupon have the right to terminate this contract in whole or in part by giving written notice to the Contractor of such termination and specifying the effective date thereof. In the event only a portion, or one or more components, of the work authorized by this contract is terminated under the provisions of this clause, Exhibit A, Statement(s) of Work, may be unilaterally changed by CFHC to document such change, and Exhibit B, Budget(s), will be reduced accordingly including a proportionate reduction in the total budgeted administrative costs in Exhibit B.

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

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

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

In the event of termination of this contract, either in whole or in part, all property, finished or unfinished documents, data, studies, and reports

IN WITNESS WHEREOF, CFHC and the Contractor have executed this contract including attached Exhibits "A", and "B", by and between the parties this first day of January 2002.

Contractor:
Stanislaus County Health Services
Agency

Grantee: California Family Health
Council, Inc.

By: Kathy Kohrman

By: Margie Fites Seigle

Name: **Kathy Kohrman**
Title: **Interim Managing Director**

Margie Fites Seigle
Chief Executive Officer

Date: 2-5-02

Date: 2-11-02

			corrective action plan and make the appropriate changes.
1.G	Delegate Agency will maintain an updated community needs assessment to define the agency's role in the community.	1.G Program Director	1.G Community needs assessment will be kept on file. Findings will be used to modify services and address the community needs.
1.H	The Education Materials Review Committee, consisting of at least five community members, will meet at least once annually to review and approve the educational materials used by the agency.	1.H Program Director	1.H Meeting minutes will be maintained which document the Educational Materials Review Committee meetings and resulting activities.

		Method Unknown	1150
		Pregnant	1500
		No Method Used for other reason	100
		TOTAL FEMALE USERS:	11455
OBJECTIVE 3	3.A By December 31, 2002 Delegate Agency will provide family planning medical services to the following # of males .		
		TOTAL MALE USERS:	750

2002																	
4. Increase access to family planning services by Title X eligible clients as a result of community partnerships, by December 31, 2002	<p>4.A Delegate Agencies will maintain 3 community partnerships in accordance with the Partnering Plan.</p> <p>4.B Delegate Agencies will provide family planning services to 120 new clients as a result of the community partnerships.</p>	<p>4.A Program Director Program manager</p> <p>4.B Program Director all clinic staff</p>	<p>4.A Review Quarterly Progress Reports on the Partnering Plan.</p> <p>4.B Review Quarterly Progress Reports of the Partnering Plan to determine performance and initiate corrective actions.</p>														
5. Increase family planning services by providing family planning education and medical services to special population(s), by December 31, 2002	<p>5.A Provide family planning services to high risk, hard-to-reach individuals in Title X priority groupings. Indicate the number of individuals from each group to be served below:</p> <table border="0" data-bbox="520 760 997 1166"> <tr> <td>Individuals whose family income is 201%-250% of the federal poverty level</td> <td style="text-align: right;">225</td> </tr> <tr> <td>Homeless Women</td> <td style="text-align: right;">50</td> </tr> <tr> <td>Substance-Using / Abusing Women</td> <td style="text-align: right;">50</td> </tr> <tr> <td>Women with Disabilities</td> <td style="text-align: right;">50</td> </tr> <tr> <td>Immigrants</td> <td style="text-align: right;">50</td> </tr> <tr> <td>Migrant Workers</td> <td style="text-align: right;">50</td> </tr> <tr> <td>TOTAL Clients Served</td> <td style="text-align: right;">475</td> </tr> </table>	Individuals whose family income is 201%-250% of the federal poverty level	225	Homeless Women	50	Substance-Using / Abusing Women	50	Women with Disabilities	50	Immigrants	50	Migrant Workers	50	TOTAL Clients Served	475	5.A all clinic staff	5.A Review Quarterly Progress Reports on Special Populations for performance.
Individuals whose family income is 201%-250% of the federal poverty level	225																
Homeless Women	50																
Substance-Using / Abusing Women	50																
Women with Disabilities	50																
Immigrants	50																
Migrant Workers	50																
TOTAL Clients Served	475																
6. Provide patient education and counseling to all Title X eligible clients seeking family planning	<p>6.A Agency will review and revise client education protocols 1 times annually.</p> <p>6.B QI medical team will review 10 clients</p>	<p>6.A Program Director Program manager Family Planning Advisory Board</p> <p>6.B</p>	<p>6.A Meeting minutes will be maintained which document the review of the client education and counseling protocol.</p> <p>6.B Findings from the chart</p>														

**Statement of Work (SOW)
1/1/2002 to 12/31/2002**

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 780

3-Community Education and Outreach Goal: To increase The community's knowledge and access to family planning services offered by the Delegate Agency.

Goals and Objectives

OBJECTIVE #	ACTIVITY	JOB TITLE OF STAFF RESPONSIBLE	EVALUATION
1. Create and maintain community partnerships with non-family planning agencies to increase community knowledge of family planning services by December 31, 2002.	1.A Delegate Agency will continue to implement and monitor the effectiveness of all aspects of the Partnering Plan.	1.A Program Director Program Manager	1.A Review Quarterly Progress Reports on the progress of the partnering project to determine effectiveness of the education component, and initiate corrective actions as necessary.
	1.B 900 partnership outreach contacts will result in new clients receiving family planning services as stated in Clinical Objective 4, Activity 4.B.	1.B Program manager Outreach staff	1.B Review Quarterly Progress Reports on the partnering project for performance.
2. Conduct community outreach and education to potential Title X eligible clients, by December 31, 2002.	2.A Agency will review and update the Community Education and Outreach Plan 1 times per year.	2.A Program Director Advisory Board	2.A Meeting minutes will be maintained which document the review of the Community Education Plan.
	2.B Education and outreach will be provided to 2500 individuals as a result of the Community Education and Outreach Plan.	2.B Program Director Program Manager Outreach staff	2.B Delegate Agency will maintain documentation of the number of individuals reached through the community outreach and education program.
	2.C Agency will conduct outreach	2.C	2.C Delegate Agency will

Statement of Work (SOW)
1/1/2002 to 12/31/2002

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 780

4-Family Involvement Goals and Objectives: To encourage family involvement in family planning services for teens.

OBJECTIVE #	ACTIVITY	JOB TITLE OF STAFF RESPONSIBLE	EVALUATION
1. Provide family involvement counseling to Title X eligible adolescents seeking family planning services by December 31, 2002.	1.A Maintain existing protocols to include family involvement counseling as part of adolescent client family planning visits.	1.A Program Director	1.A Protocols will be maintained on file, updated and reviewed.
	1.B Provide family involvement counseling during initial / annual visits and all visits as appropriate with adolescent clients.	1.B All clinic staff	1.B Documentation of family involvement counseling will be maintained in the charts of adolescent clients.

Exhibit B

Family Planning Budget Budget Details - Personnel Services

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 0780

Budget Period Start Date: 1/1/2002 Ending Date: 12/31/2002

Budget Category	Annual Salary	# of Months	% of Time	Total Amount	SOURCE OF FUNDS	
					Applicant and Other	Allocated from CFHC
1-Medical Services Personnel						
a) Primary Care Physician						
Subtotal:	0	F.T.E.	0	0	0	0

**Family Planning Budget
Budget Details - Personnel Services**

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 0780

Budget Period Start Date: 1/1/2002 Ending Date: 12/31/2002

Budget Category	Annual Salary	# of Months	% of Time	Total Amount	SOURCE OF FUNDS	
					Applicant and Other	Allocated from CFHC
3-Ancillary Services Personnel						
a) Laboratory Staff						
Subtotal:	0	F.T.E.	0	0	0	0

**Family Planning Budget
Budget Details - Personnel Services**

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 0780

Budget Period Start Date: 1/1/2002 Ending Date: 12/31/2002

Budget Category	Annual Salary	# of Months	% of Time	Total Amount	SOURCE OF FUNDS	
					Applicant and Other	Allocated from CFHC
4-Clinical Overhead Personnel						
b) Facility						
Subtotal:	0	F.T.E.	0	0	0	0

c) Fringe Benefits Adjustments (Reduction Only).	Amount Required for the Position		Correct Total Fringe Benefit Rate	Total Amount Required	Fringe Benefits Adjustment	
	Applicant and Other	Allocated from CFHC			Applicant and Other	Allocated from CFHC
Primary Care Physician						
Other Medical/Surgical Specialist						
Mid-Level Practitioners						
Nurses						
Medical Support						
Other Health Personnel						
Laboratory Staff						
Pharmacy Staff						
Administration						
Facility						
Total Fringe Benefits Adjustments:				0	0	0
TOTAL PERSONNEL SERVICES COST:				999805	831609	168196

**Family Planning Budget
Budget Details - Other Costs**

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 0780

Budget Period Start Date: 1/1/2002 Ending Date: 12/31/2002

Budget Category	Total Amount	SOURCE OF FUNDS	
		Applicant and Other	Allocated from CFHC
4-Other Costs			
c) Office Supplies			
Desktop Supplies	14302	13569	733
Other Office Supplies: (Specify)			
Total Office Supplies	14302	13569	733

**Family Planning Budget
Budget Details - Other Costs**

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 0780

Budget Period Start Date: 1/1/2002 Ending Date: 12/31/2002

Budget Category	Total Amount	SOURCE OF FUNDS	
		Applicant and Other	Allocated from CFHC
4-Other Costs			
e) Health & Educational Supplies			
Purchases	2175	2175	0
Printing - Educational Materials	0	0	0
Duplication - Educational Materials	0	0	0
Total Health & Educational Supplies	2175	2175	0

**Family Planning Budget
Budget Details - Other Costs**

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 0780

Budget Period Start Date: 1/1/2002 Ending Date: 12/31/2002

Budget Category	Total Amount	SOURCE OF FUNDS	
		Applicant and Other	Allocated from CFHC
4-Other Costs			
g) Travel Expense			
Local Travel (Mileage reimbursement; local parking)			
In-State Travel (Airfare; car rental)			
Total Travel Expenses	0	0	0

**Family Planning Budget
Budget Details - Other Costs**

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 0780

Budget Period Start Date: 1/1/2002 Ending Date: 12/31/2002

Budget Category	Total Amount	SOURCE OF FUNDS	
		Applicant and Other	Allocated from CFHC
4-Other Costs			
i) Other Expense			
Federally Approved Indirect Cost	0	0	0
Outreach	6014	0	6014
Total Other Expenses	6014	0	6014
TOTAL OTHER COSTS	287288	280541	6747

**Family Planning Budget
By Project Summary**

Agency Name: STANISLAUS COUNTY FAMILY PLANNING

Agency Number: 0780

Budget Period Start Date: 1/1/2002 Ending Date: 12/31/2002

BASIC CONTRACEPTIVE SERVICES	Total Amount Required	SOURCE OF FUNDS	
		Applicant and Other	Allocated from CFHC
1) Medical Services	897683	777270	120413
2) Special Population Project	345263	298950	46313
3) Partnering Project	138105	119580	18525
TOTAL COST	1381051	1195800	185251
CY2002 BCS ALLOCATION:			185251