

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

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA # *B-18

Urgent _____ Routine X

AGENDA DATE 11/20/01

CEO Concurs with Recommendation YES Det NO _____

4/5 Vote Required YES _____ NO X

(Information Attached)

SUBJECT: AUTHORIZATION TO APPLY FOR, AND ACCEPT IF AWARDED, A GRANT FROM THE CALIFORNIA ENDOWMENT TO IMPROVE THE HEALTH OF AGRICULTURAL WORKERS.

STAFF RECOMMENDATIONS:

1. AUTHORIZATION TO APPLY FOR, AND ACCEPT IF AWARDED, A GRANT FROM THE CALIFORNIA ENDOWMENT TO IMPROVE THE HEALTH OF AGRICULTURAL WORKERS.
2. AUTHORIZE THE INTERIM MANAGING DIRECTOR OF THE HEALTH SERVICES AGENCY OR HER DESIGNEE TO SIGN AND EXECUTE THE APPLICATION.
3. AUTHORIZE THE INTERIM MANAGING DIRECTOR TO NEGOTIATE AND ACCEPT THE GRANT IF AWARDED.

FISCAL IMPACT:

This is a grant request to improve the health of agricultural workers through expansion of the Health Services Agency's existing programs. Stanislaus County is eligible for \$250,000 per year for a grant total of \$500,000. Other costs needed to fund the expansion of these services will come from patient fee reimbursements from public and private health insurance programs. There will be no impact to the general fund.

BOARD ACTION

No. 2001-894

On motion of Supervisor Caruso, Seconded by Supervisor Blom 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:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

SUBJECT: AUTHORIZATION TO APPLY FOR, AND ACCEPT IF AWARDED, A GRANT FROM THE CALIFORNIA ENDOWMENT TO IMPROVE THE HEALTH OF AGRICULTURAL WORKERS.

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DISCUSSION: In the fall of 2000, the California Endowment published *Suffering in Silence, A Report on the Health of California's Agricultural Workers*. The report found that agricultural workers, especially younger men, had elevated rates of the following combined chronic health conditions: high blood pressure, diabetes and obesity; that many workers suffer from dental and vision problems; that large numbers reported never having visited a doctor, dentist, or eye care specialist in their lives; and that most respondents lacked any form of health insurance. Unhealthy diet was identified as a principle contributor to many of the adverse health findings. These health conditions are compounded by the unsafe housing and hazardous working conditions faced by agricultural workers. In response to the alarming health threats to these individuals and their families, the California Endowment is developing a major five-year funding strategy to seek lasting improvements in the health of the state's agricultural workers.

The California Endowment defines "agricultural worker" as all those employed in the cultivation and tillage of the soil; the production, cultivation, growing and harvesting of any agricultural or horticultural commodities; and any work on a farm as incident to or in conjunction with an agricultural employer in order to perform services in connection with handling, drying, packing or storing any agricultural commodity in its raw or natural state (such as canneries). This definition explicitly excludes forestry workers and nursery workers.

HSA is proposing a two-year multi-site project to expand access to health services for agricultural workers and their families in Stanislaus County. We will expand our operating hours for one evening or Saturday a week at seven Medical Offices, enhance and continue a van transportation program, and hold focus groups with agricultural workers to develop strategies for improving health outcomes in the areas of diabetes and hypertension.

POLICY

ISSUES: Approval to apply for this grant meets the Board of Supervisors priority of ensuring a safe, healthy community.

STAFFING

IMPACTS: None.



HEALTH SERVICES AGENCY
Administration

Beverly M. Finley
Managing Director

830 Scenic Drive, P.O. Box 3271, Modesto, CA 95353
Fax: (209) 558-8320
www.hsahealth.org

November 9, 2001

Rebecca Martin
Manager, Grants Administration
The California Endowment
21650 Oxnard Street, Suite 1200
Woodland Hills, CA 91367

Dear Ms. Martin:

Enclosed are the original and four copies of our application for an Agricultural Worker Health grant.

Should you have any questions or require additional information, please contact me at (209) 558-7190. Thank you for your consideration of our application. We look forward to hearing from you.

Sincerely,

Kathy Kohrman
Interim Managing Director

Enc.

Cc: Grants
Finance
Ambulatory Services

**Agricultural Worker Health Funding
RFP Application**

I. Organization Information (please type or print clearly)

Stanislaus County Health Services Agency Web Address: www.schsa.org

Name of Requesting Organization

830 Scenic Drive/P.O. Box 3271 Modesto CA 95353-3271

Address City State Zip

(209) 558-7163 (209) 558-8320 kkoehrman@schsa.org

Telephone Facsimile E-mail

Kathy Kohrman, Interim Managing Director Kathy Kohrman

Primary Contact & Title (provide address/phone/e-mail information if different) Executive Director/President of requesting organization

II. Requesting Organization Tax Status

Tax exempt, charitable organization, 501(c)(3) (include copy of 501(c)(3) IRS determination letter)
EIN# _____

Governmental tax-exempt unit (include verification) Other, please specify _____
(include verification)

Fiscal Sponsor (if applicable):

Fiscal Sponsor Name Contact Name/Title Telephone

Fiscal Sponsor Address EIN#

Fiscal Sponsor Tax Status (include copy of 501(c)(3) IRS determination letter or specify type of institution)

III. Project Description

Project Title: HSA Access for Agricultural Workers Project

Proposed Project Summary: Under Goal 1: Expand Access, HSA will expand clinic hours a van transportation program, and health education services targeted specifically to agricultural workers and their families in Stanislaus County.

IV. Classification of Project

Region:

Statewide? Yes No

County(ies) where project will be implemented (list all that apply): Stanislaus County

Target Population:

In addition to agricultural workers, are there other population groups that will be served by this project?
(e.g., Disabled, Homeless, Substance Abusers, etc.): all Stanislaus County residents are eligible for our services

In addition to Latinos, are there other ethnic groups that will be served by this project?

Ethnicity(ies) (check all that apply): White African American Asian (specify): _____
 Native American All races

Age Groups: All Gender(s): Males and Females

V. Project and Organization Budget

| | | | |
|--------------------------------|----------------------|----------------------|-------------------------|
| Project Budget: | \$ <u>306,163</u> | \$ <u>520,646</u> | <u>Feb 02 to Jan 04</u> |
| | Amount requested | Total Project Budget | Project Timetable |
| Organization Operating Budget: | \$ <u>70 million</u> | \$ <u>65 million</u> | |
| | Current Year | Prior Year | |

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| H. Most recent year-end audited financial statement and the current year’s budget with year-to-date financial figures..... | |

Executive Summary

Stanislaus County Health Services Agency is proposing a multi-site project to increase access to health care services by agricultural workers and their families in Stanislaus County. HSA is proposing a project under Program Goal 1: Expand Access. We will increase the capacity of our current health network to expand culturally appropriate access to health care and related services for agricultural workers and their families. We will do this by adding an evening or Saturday 4-hour clinic in each of our Medical Offices and by enhancing a van transportation program to specifically target its services to agricultural workers and their families. We are requesting \$250,000 per year for this two-year project.

HSA is a county government agency and network of outpatient medical offices and public health services located throughout Stanislaus County. One out of every five Stanislaus County residents currently access the HSA network. Our mission is to lead the development, implementation and promotion of public policy and health care services to achieve excellent physical, psychological and social well-being. Our vision statement is *Leading the Way to a Healthy Community*.

Agriculture is the economic base of Stanislaus County. Stanislaus County currently ranks seventh among California counties in the value of agricultural crops sold. Stanislaus County is consistently ranked in the top ten agricultural counties in the United States. Food processing is a major factor in the economy that includes canneries, freezers and dehydrators; chicken, turkey, squab and egg processors; milk and cheese processors; seed warehouses; nut processors; produce sheds and wineries. Agriculture-related industries, wholesale trade and transportation also play a major role. This food processing, marketing and related service industry provide an economic multiplier effect estimated to be four to eleven times the raw product value, depending on the commodity. Almost one-third of the jobs in Stanislaus County are generated by the agriculture and food processing sector.

There are approximately 4,500 farms in the county, the 5th largest number in the nation. This is not an area where large corporate farming is the norm. In fact, only about 100 are larger than 500 acres in size and over 2,300 are smaller than 50 acres. Small local family farms are still a viable practice throughout the county, due to the high value crops grown on these farms.

There are an estimated 36,720 agricultural workers in Stanislaus County, representing 8% of the total population of 446,997 residents per the 2000 Census. Most small farmers and small food processing plants in Stanislaus County do not offer health insurance due to affordability for the employer. Also, due to the seasonality of field and food processing work, many agricultural workers are laid off during the non-growing season and then may become eligible for government health insurance such as Medi-Cal, Healthy Families, or the Indigent Health Care Program (IHCP). Salaries for agricultural workers in Stanislaus County are low.

Organizational Description and Capacity

HSA is a county government agency and network of outpatient medical offices and public health services located throughout Stanislaus County. One out of every five Stanislaus County residents currently access the HSA network. Our mission is to lead the development, implementation and promotion of public policy and health care services to achieve excellent physical, psychological and social well-being. Our vision statement is *Leading the Way to a Healthy Community*.

Stanislaus County has been the primary provider of safety net health care services to the uninsured and underinsured residents of the county since it first opened a county hospital in 1891. Health Services Agency (HSA) was formed in 1995 when the former Stanislaus Medical Center (County Hospital) and the Stanislaus County Department of Public Health consolidated their services.

HSA continually strives to integrate our public health services with our ambulatory services to provide continuity of medical care in the communities where our patients reside. Our current ambulatory services include an Urgent Care Center, Specialty Clinics, and nine Medical Offices strategically located throughout the county to offer a full range of services including family practice, family planning, internal medicine, pediatrics, geriatrics, OB/GYN, and dentistry. Clinics are located in Empire, Hughson, Turlock, Ceres, Modesto (5), and also include a mobile clinic, the MOMobile. HSA contracts for services with Blue Cross of California as both a Healthy Families (S-CHIP) Program HMO provider and Medi-Cal provider.

Our public health services include adolescent/family life programs; adult health services; AIDS case management; children's clinic; communicable disease surveillance; HIV testing/counseling; immunizations; managed care services; nutrition case management; perinatal outreach; public health nursing; tuberculosis screening/treatment; Women, Infants and Children (WIC) nutrition; prevention education and health promotion on dental care, lead poisoning, tobacco and general health; and nutrition and cardiovascular disease prevention task forces.

HSA administers a Family Practice Residency program in partnership with Doctors Medical Center. We also contract with Scenic Faculty Medical Group for physician providers in our medical offices.

- Total patient visits have increased 54% since 1995, from 158,971 in 1995/1996 to 244,763 in 1999/2000.
- Approximately 82,000 unique patient visits in 1999/2000 – one out of every five County residents uses the HSA network.
- Fifty-one percent of clinic visitors were Medi-Cal beneficiaries.
- Public health home visits increased from 8,560 in 1998 to over 19,400 in 2000, with approximately 9,700 being unduplicated clients. Outreach services were provided to over 21,000 people in an effort to enroll them into a health plan and into primary care.
- In 1999/2000, HSA provided 181,916 food packets to WIC participants, reached 13,237 clients at health fairs, and provided health education classes to 23,689 participants.

Agriculture in Stanislaus County

Stanislaus County is centrally located within the state of California. It occupies a portion of the Northern San Joaquin Valley, extending across it from the foothills on the Sierra Nevada to the principal east to west drainage of the Diablo Range. One of the fastest growing areas of California, the county has increased its population ten-fold in the last 45 years. The cities of Modesto and Ceres account for half of the population. The remainder of the population resides in the other seven cities and unincorporated areas of the county. The first two irrigation districts formed in California under the Wright Act of 1887, the Modesto and Turlock Irrigation Districts share Tuolumne River water and power with the City of San Francisco.

Agriculture is the economic base of Stanislaus County. Stanislaus County currently ranks seventh among California counties in the value of agricultural crops sold, and is a leading producer of almonds, apricots, baby dry lima beans, blackeyes, broiler chickens, cherries, chicks, cling peaches, corn silage, dairy, dry beans, eggs, grain for hay, green lima beans, irrigated pasture, large dry lima beans, manufacturing milk, mixed melons, squab, silage corn, sweet potatoes, turkeys, walnuts, and commercial nursery stock. The prime agricultural land of this county is a unique natural resource with the combination of soil characteristics, microclimates and available irrigation water not readily found elsewhere in the United States. The unique nature of these lands is further expressed by the vast array of specialty crops that are grown in this area, with over 150 commercial commodities produced.

Stanislaus County is consistently ranked in the top ten agricultural counties in the United States with a gross on-farm value exceeding \$1 billion since 1990 due to the relatively inexpensive water and power and its unique central location relative to the major population centers in the state. Food processing is a major factor in the economy that includes canneries, freezers and dehydrators; chicken, turkey, squab and egg processors; milk and cheese processors; seed warehouses; nut processors; produce sheds and wineries. Agriculture-related industries, wholesale trade and transportation also play a major role. This food processing, marketing and related service industry provide an economic multiplier effect estimated to be four to eleven times the raw product value, depending on the commodity. Almost one-third of the jobs in Stanislaus County are generated by the agriculture and food processing sector.

There are approximately 4,500 farms in the county, the 5th largest number in the nation. This is not an area where large corporate farming is the norm. In fact, only about 100 are larger than 500 acres in size and over 2,300 are smaller than 50 acres. Small local family farms are still a viable practice throughout the county, due to the high value crops grown on these farms.

The Great Valley Center’s web site lists 15,720 workers in agriculture in Stanislaus County and an additional 15,200 workers in food production, for a total of 30,920.

The following chart shows another estimate of agricultural workers in Stanislaus County:

| California MSFW Enumeration Profiles Estimates Final Field Agriculture, Nursery/Greenhouse and Food Processing | | | | | | |
|---|----------------------|----------------------|-----------------------|------------------|------------------|-------------------|
| County | Adjusted MSFW | Migrant Farm- | Seasonal Farm- | Non-Farm- | Non-Farm- | MSFW Farm- |

| | Farm-worker Estimates | workers | workers | workers in Migrant Households | workers in Seasonal Households | workers and Non-Farm-workers |
|---|--|-----------------------------|------------------------------|---|--|---|
| Stanislaus | 26,623 | 13,252 | 15,370 | 4,870 | 17,442 | 50,935 |
| California All Agricultural Workers Estimates Final | | | | | | |
| County | Adjusted MSFW Farm-worker Estimates | Migrant Farm-workers | Seasonal Farm-workers | Non-Farm-workers in Migrant Households | Non-Farm-workers in Seasonal Households | MSFW Farm-workers and Non-Farm-workers |
| Stanislaus | 36,720 | 17,001 | 19,719 | 6,248 | 22,376 | 65,334 |
| Source: Migrant and Seasonal Farmworker Enumeration Profiles Study, California, Migrant Health Program, Bureau of Primary Health Care, Health Resources and Services Administration, September 2000 | | | | | | |

Stanislaus County’s total population was 446,997 residents per the 2000 Census. Assuming the above adjusted MSFW Farmworker Estimate of 36,720 is correct, 8% of Stanislaus County’s residents are agricultural workers.

Issues of Agricultural Workers in Stanislaus County

Most small farmers and small food processing plants in Stanislaus County do not offer health insurance due to affordability for the employer. Also, due to the seasonality of field and food processing work, many agricultural workers are laid off during the non-growing season and then may become eligible for government health insurance such as Medi-Cal, Healthy Families, or the Indigent Health Care Program (IHCP).

Salaries for agricultural workers in Stanislaus County are low. The Occupational Employment & Wage Data 1998 for Modesto MSA (Stanislaus County) shows salaries ranging from a mean hourly wage low of \$6.19/hour for Farmworkers, Food and Fiber Crops, to a mean hourly wage high of \$12.35/hour for Agricultural, Forestry, Fishing and Related Workers, All Other:

Absent a specific study on the health of agricultural workers in Stanislaus County, we believe the results of the California Endowment’s study, *Suffering In Silence*, is reflective of our target population as well. We will use the findings from that study as our baseline information for this project.

Stanislaus County’s and HSA’s history of service to Agricultural Workers

Stanislaus County has been the primary provider of safety net health care services to the uninsured and underinsured residents of the county since it first opened a county hospital in 1891. With over 80,000 unique patients and over 240,000 patient visits in the past year, the Health Services Agency serves one in five county residents. We are the primary Medi-Cal service provider in Stanislaus County.

A review of our past year's statistics show 2% of those patients listing an employer said they were employed by agricultural firms. Most of our patients listed no current employer. Through our past experience and knowledge of our patient population, we know that many of our current Medi-Cal, Healthy Families and IHCP patients are or have been agricultural workers and may be visiting us during the times when they are seasonally unemployed and therefore eligible for government health insurance programs.

HSA does provide services to uninsured patients, including uninsured agricultural workers. We request a \$40 deposit from uninsured patients and then make every effort to link them to programs they may be eligible for.

Using the statistic that 70% of agricultural workers are uninsured and applying that to the above estimate of 36,720 farm workers in the county, we estimate that 25,704 are uninsured in Stanislaus County. Using the statistic that 7% of agricultural workers are eligible for government insurance programs, we estimate that 2,570 are eligible for government programs in Stanislaus County.

For over 15 years, HSA provided health screenings to agricultural workers in Stanislaus County at migrant camps. Screenings included general health screenings, STD screenings, family planning, and child health screenings. These services were provided weekly during the growing season until 1999 when the decentralization of primary care services through HSA's Medical Office network and the growth of the private nonprofit provider, Great Valley Health Centers, made this service less needed. However, we can, and do, provide van screenings upon request from the migrant camps.

Qualifications and Experience of Principal Staff

Our senior leadership position at HSA is the Managing Director. Kathy Kohrman, Associate Director for Ambulatory Services, is currently serving as the Interim Managing Director. The county is in the process of filling the Managing Director position and anticipates the new Managing Director will begin work in early December 2001. The Managing Director is supported by a management team of seven Associate Directors, as well as a full-time Medical Director, Public Health Officer, and Director of the Residency Program.

HSA receives physician support from the Scenic Faculty Medical Group (SFMG). SFMG currently has 30 physicians who work at the nine HSA Medical Offices and who serve as faculty for our Family Practice Residency Program. Each of our Medical Offices is led by a full-time Clinic Director. Please see Attachment C for a list of Key Program Personnel.

With leadership from the Stanislaus County Board of Supervisors, HSA uses the Baldrige Criteria to evaluate our effectiveness. Our annual Strategic Plan translates our Mission and Vision into a business plan that focuses what we do every day on achieving our goals. By guiding our day-to-day decisions based on the goals of this plan, HSA has promoted long-term relationships with our customers and is becoming more recognized as a leader in quality, service and value for our patients and the community at-large.

Our progress on the goals defined in the Strategic Plan is tracked through quarterly Strategic Plan Implementation Dashboards. These dashboards provide itemized reports for each goal and objective and are distributed to HSA's management team and governing board.

Another way we evaluate our success is to research and publish an annual Community Health Report. This report analyzes results for selected health indicators in the County, compares them with important benchmarks, identifies critical health issues requiring community attention, and recommends action to improve our County's community health. We compare county data to the Healthy People 2000 and 2010 Objectives and the California statewide results. Recent critical preventable health issues documented through the Community Health Reports include: 1) cardiovascular disease, 2) injuries, and 3) chlamydia (sexually transmitted) infections. We used this information to form countywide coalitions to address these most pressing issues. Each coalition has now been successful in garnering funding to address their issue.

Cultural Competency of Project Staff

The Stanislaus County Board of Supervisors has a commitment to Affirmative Action, reflected by the adoption of an Affirmative Action Policy and Affirmative Action Plan. Please see Attachment A for a synopsis of that policy.

HSA believes that cultural competency is best achieved by an employee workforce who reflect the populations they serve. A work force analysis of full-time employee representation within county government was completed in November 2000 by ethnic group and gender in all county departments. Data for HSA was as follows and is presented compared to the overall county government goals:

| Group | HSA's Current Representation | Stanislaus County Goal |
|------------------|-------------------------------------|-------------------------------|
| Female | 86.49% | 43.0% |
| Male | 13.51% | N/A |
| White | 58.11% | N/A |
| African American | 2.90% | 1.3% |
| Hispanic/Latino | 27.99% | 20.4% |
| Asian | 10.42% | 3.18% |
| American Indian | 0.58% | .99% |

Of note is the high percentage of Hispanic/Latino employees at HSA. We have exceeded the county's goal even though the entire county government is at 18.5% Hispanic/Latino employment.

Another measure of the cultural competency of HSA staff is our outstanding availability of bilingual speakers. Of our current staffing of 900+ employees, a full 215 (24%) are certified as bilingual speakers and receive extra compensation for these services. Twenty different languages are spoken by our employees including Arabic, Assyrian, Cambodian, Chinese, Dutch, Farsi, Filipino, French, German, Hindi, Hmong, Japanese, Korean, Lao, Portugese, Russian, Sign Language, Spanish, Tagalog. The most common language spoken is Spanish, with 162 speakers, followed by Cambodian, with 12 speakers, and Assyrian and Tagalog with five speakers each.

HSA has an extensive Training Plan that includes our employee's access to a county-wide Learning Institute as well as a standardized HSA in-service training program. HSA recognizes the value of our staff as a resource to help achieve our mission and purpose. Inherent in this statement is the need to provide an exceptional level of both mandatory and competency training for staff which meets their needs, as well as the needs and requirements of certain regulatory agencies. Mandatory Training for all New Employees includes County Orientation with training in Financial, Safety, HSA Orientation and Department Orientation. The HSA Orientation has a strong focus on customer service. HSA's leadership team recognizes good customer service includes respectful and fair service to all patients.

Involvement of Target Community in Governance Structure

Our governing body is the Stanislaus County Board of Supervisors. The County is divided into five supervisorial districts and each Supervisor is elected by the constituents within the district. Weekly public Board meetings are held Tuesdays starting at 9:00 a.m. except the third Tuesday of each month which is a night meeting starting at 7:30 p.m. The meetings are held in the County/City Administration Building, located in the basement of, 1010 Tenth Street, in Modesto. Currently, three of the Board of Supervisors are themselves employed in the agricultural sector. Please see Attachment E for a List of the Board of Supervisors and a summary of their areas of expertise in regard to agricultural workers. An agenda is posted each Friday afternoon prior to the meeting outside the building. The public is encouraged to attend the Board meeting and may address the Board on matters on the agenda during the meeting or matters not on the agenda during the Public Comment Period of the agenda.

The Board of Supervisors has both legislative and administrative duties and responsibilities. The major legislative duties include adopting ordinances on a wide range of subjects, adopting resolutions for the purpose of setting policy and providing for its administration, adopting an annual budget, and holding public hearings on a variety of matters such as zoning in the unincorporated area of the County. The administrative functions include the final responsibilities for effective management of the County government. The Board is assisted in its administrated responsibilities by the Chief Executive Officer who is delegated broad responsibility in the fields of budgeting, including recommending an annual budget to the Board, control of budget expenditures, and overseeing the general day-to-day business functions of the County.

HSA holds strongly to our vision of *Leading the Way to a Healthy Community* by developing services with the community in ways that support community need. Knowing our community well has helped us to pioneer community efforts. A unique characteristic of Stanislaus County is that the Board of Supervisors and Managing Director encourages community participation to help identify needs and service gaps, eliminate duplication of services and maximize community organization efforts. Senior leadership acknowledges community health advocacy as a process used for social change and realizes that combined efforts provide the means to generate, mobilize, coordinate and/or redistribute resources that fulfill the unmet health needs of the community.

HSA recently received funding from the Public Health Institute – The California Endowment to plan and implement an initiative built upon the premise that strong partnerships between the local public health departments and local communities will result in sustained efforts to improve

health and well-being for communities and their residents. Stanislaus County was one of 14 local public health departments in California to receive this five-year grant.

HSA has been working with five community collaboratives and eight Healthy Start sites who have been instrumental in providing many of the needs assessments that have been developed using the asset based approach as well as the deficit or needs based approach. These assets have provided the HSA with valuable information, which has supported and guided decisions about health care delivery. In response to the community, HSA has partnered with City and County government, non-profit organizations, law enforcement, other County agencies, fire and ambulance to provide “one-stop” comprehensive services in neighborhoods to improve access. The assessments have also been used as a guiding tool for other community based organizations and health care institutions in the development of their goals and objectives.

Background

Our target population for this project will be all agricultural workers in Stanislaus County, California. Using the information above, we estimate there are a total of 36,720 agricultural workers in Stanislaus County. Stanislaus County’s total population was 446,997 residents per the 2000 Census.

Stanislaus County is a diverse community. Per the 2000 Census, 94.6% of residents self-reported as being of one race while 5.4% reported two or more races. Of those reporting one race, 69.3% of Stanislaus County’s population were White, 4.2% Asian/Pacific Islander, 2.6% African American, 1.3% Native American, and 16.8% some other race. A total of 31.7% of county residents are Hispanic or Latino of any race. The last decade has shown a moderate decrease in the White population and a moderate increase in the Hispanic or Latino population. The County also has distinctive Assyrian, Ukrainian, and Portuguese communities.

According to the latest USDA Census of Agriculture (1997), about 6,100 farmers – 16 percent of those in the Central Valley – are non-white. Of all farmers in the Central Valley: 6% are Hispanic; 5% are Asian; half a percent are Black; and half a percent are American Indian.

Our service area is Stanislaus County. Due in large part to the affordability of housing and close proximity to San Jose/Silicon Valley, Stanislaus County is one of the fastest growing counties in California with a population expected to increase by more than 54 percent over the next 20 years to a projected population of 709,000 by 2020.

Program/Need Statement

HSA is proposing a project under Program Goal 1: Expand Access. We will increase the capacity of our current health network to expand culturally appropriate access to health care and related services for agricultural workers and their families. We will do this by adding an evening or Saturday 4-hour clinic in each of our Medical Offices and by enhancing a van transportation program to specifically target its services to agricultural workers and their families. We were involved in a very deliberative and consultative process to identify our project for application under this grant opportunity. Please see Attachment D for a description of that process. The process finally resulted in HSA conducting a mini-patient survey within our Medical Offices to identify the need for expanded service hours and transportation among agricultural workers. The

survey was conducted at each of the HSA Medical Offices over two days. Results of the survey are as follows:

- 23% of respondents were agricultural workers
- 76% of all respondents said expansion of our Medical Office appointments to evening and/or Saturday hours would help them use our services
- 54% said they were either very likely or definitely likely to use Saturday hours for their regular doctor appointments.
- 48% said they were either very likely or definitely likely to use evening hours for their regular doctor appointments.
- There was no clear preference for which day of the week to provide evening hours.
- 28% said transportation was a barrier to accessing medical care.
- 48% said they would use a van for transport to medical appointments if it was available on an appointment basis with 24-hour notice.

The results of this survey led to our decision to apply for this grant opportunity under Goal 1: Expand Access.

Specific Issues to be addressed

Recent studies by the Robert Wood Johnson Foundation show the following issues that result from lack of insurance and access to health care:

- People without coverage are less likely to see a doctor when they become ill or for treatment of a chronic condition.
- For some, their relatively poorer health poses additional barriers to purchasing coverage on their own, and high out-of-pocket costs for health care also substantially affect their use of services.
- Many people who lack health insurance tend to forgo necessary care until their condition becomes intolerable.
- Hospital emergency departments or outpatient departments serve as the regular source of care for one out of every six uninsured patients.

The Suffering in Silence study showed the following issues for agricultural workers in California:

- Nearly one in five male subjects had at least two of three risk factors for chronic disease: high serum cholesterol, high blood pressure or obesity. Both male and female subjects in the sample showed substantially greater incidence of high blood pressure as compared with the incidence of hypertension among all U.S. adults. 81% of male subjects and 76% of female subjects had unhealthful weight, as measured by the Body Mass Index. Overall 28% of men and 37% of women were obese.
- A significant percentage of the subjects showed evidence that they are more likely than U.S. adults to suffer from iron deficiency anemia.
- The risks for chronic disease, such as heart disease, stroke, asthma and diabetes, are startlingly high for a group that mostly comprises young men who would normally be in peak physical condition.

- An unhealthful diet was a major contributor to the poor health of farm workers, noting that it is a tragedy, and more than a little ironic, that the labor force responsible for producing such a great abundance of healthy food in California should themselves be suffering from the effects of poor nutrition.

Impact on Health Care Access and Health Improvements

We believe our proposed project will be able to demonstrate measurable improvements in health care access to the HSA network of medical offices by agricultural workers and their families. Our focus groups with agricultural workers will result in health education strategies that will have a better chance of attracting participants and a better chance of achieving measurable improvements in the health of agricultural workers and their families.

Evaluation

We will measure the effectiveness of the proposed funding by conducting an internal process and outcome evaluation of the project.

Through our proposed project, HSA seeks to achieve the following objectives:

1. Increase in the numbers of agricultural workers and their families accessing primary health care through the HSA network of medical offices.
2. Increase in the numbers of agricultural workers and their families accessing van transportation to HSA medical appointments.

We currently conduct patient satisfaction surveys quarterly. Upon the implementation of this project, we will add questions to these surveys that are specifically targeted to the population of agricultural workers and their families. Questions will be designed to measure increases in access to HSA's medical offices during the expanded hours of service by the target population and increases in access to the van transportation service.

In addition, our Community Health Services Division will conduct semi-annual focus groups within the agricultural community to ascertain evidence of improvements in access to care as well as any improvements to health status.

After six months of Year 1 of this project, we will hold focus groups of agricultural workers using the evening/Saturday hours for their appointments to identify health education strategies for addressing diagnoses such as diabetes and hypertension.

We will use the feedback from those focus groups to implement health education activities in Year 2 as well as continue to use focus groups throughout Year 2 to assess our success regarding both the clinic hour expansions, transportation program, and health education strategies targeted to agricultural workers and their families.

The California Endowment
Agricultural Workers Project
Stanislaus County Health Services Agency

| | Total Budget Projected | | | Total Requested from TCE | | |
|------------------------------|------------------------|----------------|----------------|--------------------------|---------------|----------------|
| | Year 1 | Year 2 | TOTAL | Year 1 | Year 2 | TOTAL |
| Personnel | | | | | | |
| Aides/Orderlies | 6,881 | 7,139 | 14,020 | | | |
| Clerical | 11,725 | 12,165 | 23,890 | | | |
| Non-Phys Med Practitioner | 21,000 | 21,788 | 42,788 | | | |
| 1 FTE Driver | 20,080 | 20,833 | 40,913 | 20,080 | 20,833 | 40,913 |
| 1 FTE Health Educator | 35,000 | 36,313 | 71,313 | 35,000 | 36,313 | 71,313 |
| Total Salaries | 94,686 | 98,237 | 192,923 | 55,080 | 57,146 | 112,226 |
| Benefits @ 36% | 31,246 | 32,418 | 63,664 | 18,176 | 18,858 | 37,034 |
| Subtotal Personnel | 125,932 | 130,655 | 256,587 | 73,256 | 76,004 | 149,260 |
| Operating Costs | | | | | | |
| Supplies: Pharmaceuticals | 4,350 | 4,568 | 8,918 | 4,350 | 4,568 | 8,918 |
| Supplies: Other Medical | 1,253 | 1,316 | 2,569 | 1,253 | 1,316 | 2,569 |
| Supplies: Laundry and Linen | 395 | 415 | 810 | 395 | 415 | 810 |
| Insurance | 2,963 | 3,111 | 6,074 | | | |
| Housekeeping | 4,820 | 5,061 | 9,881 | | | |
| Interest Expense | 3,467 | 3,640 | 7,107 | | | |
| Central Scheduling | 3,160 | 3,318 | 6,478 | 3,160 | 3,318 | 6,478 |
| Central Registration | 9,888 | 10,382 | 20,270 | | | |
| Purchasing | 113 | 119 | 232 | | | |
| Communications | 864 | 907 | 1,771 | | | |
| Patient Financial Counseling | 3,193 | 3,353 | 6,546 | | | |
| Information Services | 1,701 | 1,786 | 3,487 | | | |
| Patient Accounting | 4,004 | 4,204 | 8,208 | | | |
| Payroll | 402 | 422 | 824 | | | |
| Other Personnel Costs | 215 | 226 | 441 | | | |
| Central Services | 461 | 484 | 945 | | | |
| Medical Records | 5,005 | 5,255 | 10,260 | | | |
| Utilities | 1,528 | 1,604 | 3,132 | | | |
| Van Program | | | | | | |
| Van Insurance | 2,000 | 2,100 | 4,100 | 2,000 | 2,100 | 4,100 |
| Maintenance, including fuel | 8,000 | 8,400 | 16,400 | 8,000 | 8,400 | 16,400 |

The California Endowment
 Agricultural Workers Project
 Stanislaus County Health Services Agency

| | | | | | | |
|---|----------------|----------------|----------------|----------------|----------------|----------------|
| Logo | 400 | 420 | 820 | 400 | 420 | 820 |
| DMV, License Fees | 1,500 | 1,575 | 3,075 | 1,500 | 1,575 | 3,075 |
| Administrative/scheduling | 10,000 | 10,500 | 20,500 | 10,000 | 10,500 | 20,500 |
| Marketing | 5,000 | 5,250 | 10,250 | 5,000 | 5,250 | 10,250 |
| Outreach | 10,000 | 10,500 | 20,500 | 10,000 | 10,500 | 20,500 |
| Health Education Supplies & Materials | 10,000 | 10,500 | 20,500 | 10,000 | 10,500 | 20,500 |
| Local mileage reimbursement for Health Educator | 1,000 | 1,050 | 2,050 | 1,000 | 1,050 | 2,050 |
| Subtotal Operating Costs | 95,682 | 100,466 | 196,148 | 57,058 | 59,911 | 116,969 |
| Total Direct | 221,614 | 231,121 | 452,735 | 130,314 | 135,914 | 266,229 |
| Indirect @ 15% of the total program budget | 33,242 | 34,668 | 67,910 | 19,547 | 20,387 | 39,934 |
| TOTAL | 254,857 | 265,789 | 520,646 | 149,862 | 156,302 | 306,163 |

**HEALTH SERVICES AGENCY
STANISLAUS MEDICAL CENTER
CALIFORNIA ENDOWMENT BUDGET-FPC
BASED ON ONE ADDITIONAL 4-HR FPC
FY 01/02**

| Department Cost Center | FPC 7063 | PEDS 7184 | HMO 7195 | TMO 7206 | MMO 7211 | CMO 7222 | WMO 7251 | TOTAL |
|------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| REVENUES: | | | | | | | | |
| Patient Service Revenue | 19,856 | 29,790 | 37,317 | 34,892 | 15,506 | 19,108 | 26,163 | 182,632 |
| Revenue Deduction | 12,609 | 18,917 | 23,696 | 22,156 | 9,846 | 12,133 | 16,614 | 115,971 |
| Net Revenue | 7,247 | 10,873 | 13,621 | 12,736 | 5,660 | 6,974 | 9,550 | 66,661 |
| EXPENSES: | | | | | | | | |
| Salaries: | | | | | | | | |
| Aides/Orderlies | 983 | 983 | 983 | 983 | 983 | 983 | 983 | 6,881 |
| Clerical | 1,675 | 1,675 | 1,675 | 1,675 | 1,675 | 1,675 | 1,675 | 11,725 |
| Non-Phys Med Practitioner | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 21,000 |
| Total Salaries | 5,658 | 5,658 | 5,658 | 5,658 | 5,658 | 5,658 | 5,658 | 39,606 |
| Benefits | 566 | 566 | 566 | 566 | 566 | 566 | 566 | 3,961 |
| Supplies: | | | | | | | | |
| Pharmaceuticals | 116 | 1,555 | 664 | 445 | 632 | 569 | 369 | 4,350 |
| Other Medical | 18 | 74 | 306 | 67 | 69 | 76 | 643 | 1,253 |
| Laundry and Linen | 59 | 59 | 41 | 59 | 59 | 59 | 59 | 395 |
| Total Supplies | 193 | 1,688 | 1,011 | 571 | 760 | 704 | 1,070 | 5,997 |
| Other Expenses: | | | | | | | | |
| Insurance | 265 | 386 | 486 | 708 | 209 | 257 | 652 | 2,963 |
| Housekeeping | 713 | 713 | 713 | 713 | 713 | 713 | 542 | 4,820 |
| Interest Expense | 459 | 404 | 587 | 667 | 400 | 336 | 613 | 3,467 |
| Central Scheduling | 368 | - | 670 | 678 | 489 | 355 | 600 | 3,160 |
| Central Registration | 1,393 | 1,412 | 1,514 | 1,514 | 1,514 | 1,393 | 1,150 | 9,888 |
| Purchasing | 15 | 18 | 20 | 13 | 17 | 16 | 12 | 113 |
| Communications | 100 | 100 | 109 | 100 | 120 | 235 | 100 | 864 |
| Patient Financial Coun | 403 | 647 | 330 | 501 | 449 | 401 | 461 | 3,193 |
| Information Services | 153 | 307 | 264 | 320 | 115 | 248 | 294 | 1,701 |
| Patient Accounting | 395 | 893 | 314 | 697 | 577 | 487 | 641 | 4,004 |
| Payroll | 28 | 52 | 67 | 79 | 47 | 58 | 72 | 402 |
| Other Personnel Costs | 15 | 28 | 36 | 42 | 25 | 31 | 39 | 215 |
| Central Services | 54 | 76 | 84 | 54 | 73 | 69 | 50 | 461 |
| Medical Records | 526 | 776 | 735 | 753 | 702 | 756 | 757 | 5,005 |
| Utility Expense | 203 | 205 | 213 | 225 | 208 | 249 | 225 | 1,528 |
| Total Other Expenses | 5,091 | 6,017 | 6,141 | 7,065 | 5,658 | 5,603 | 6,209 | 41,784 |
| Total Direct Expenses | 11,508 | 13,929 | 13,375 | 13,860 | 12,642 | 12,531 | 13,503 | 91,348 |
| Contribution Margin | (4,261) | (3,056) | 245 | (1,124) | (6,982) | (5,557) | (3,954) | (24,687) |
| Indirect Expenses | 1,087 | 1,631 | 2,043 | 1,910 | 849 | 1,046 | 1,432 | 9,999 |
| Net Income | (5,348) | (4,687) | (1,798) | (3,034) | (7,831) | (6,603) | (5,386) | (34,686) |

| | | | | | | | | |
|-------------------|-----|-----|-----|-----|-----|-----|-----|-------|
| Visits | 230 | 300 | 300 | 400 | 325 | 276 | 368 | 2,199 |
| Revenue per Visit | 86 | 99 | 124 | 87 | 48 | 69 | 71 | 83 |

WMO Gross Revenues and Visits projected from 7251 Budget; Other Expenses based on cost per unit

Project Budget Narrative

Include a detailed budget narrative justifying and describing all major line items of your proposed project.

Summary

We are proposing a project to expand each of our medical offices hours to either an evening or Saturday four hour clinic, to enhance and continue an existing van transportation project targeting agricultural workers and their families, and to develop health education strategies based on focus group feedback from agricultural workers. The Medical Offices to expand their hours are Family Practice Clinic (FPC), Pediatrics Clinic (PEDS), Hughson Medical Office (HMO), Turlock Medical Office (TMO), McHenry Medical Office (MMO), Ceres Medical Office (CMO), and the new West Modesto Medical Office.

HSA is opening a new Medical Office in the West Modesto neighborhood in February 2002 to expand access to health care for the uninsured and underinsured residents. Access will be provided through the opening of a new 27,169 square foot Clinic and Community Center located within the West Modesto neighborhood. The West Modesto Medical Office embodies the best elements of a partnership with a strong, credible community-based collaborative. HSA's association with the Stanislaus Multicultural Community Health Coalition/West Modesto King Kennedy Neighborhood Collaborative exemplifies our commitment to facilitate change, provide leadership, encourage and seek community involvement, collaborate, change internal policy, train community members and work with a multitude of non-traditional partners.

Personnel

Staff for each clinic expansion will include a Nurse Practitioner or Physician's Assistant, a Medical Assistant, an Admin Clerk, and a Records Clerk. Staff for the van program includes a full-time Driver. Staff for Health Education includes a full-time Health Educator. All positions are filled according to HSA and Stanislaus County Personnel Policies.

Fringe Benefits

Fringe benefits include FICA (Social Security), federal unemployment insurance, state unemployment insurance, worker's compensation, retirement and health benefits. Benefit percentages vary by position but do not exceed 36% of salaries.

Capital & Equipment

No capital and/or equipment will need to be purchased for this project.

Operating Costs

Supplies: Pharmaceuticals

Costs are calculated based on anticipated patient visit count during the four hour clinic expansion. Pharmaceuticals kept on stock include routine and common supplies used during clinic hours based on our experience.

Supplies: Other Medical

Costs are calculated based on anticipated patient visit count during the four hour clinic expansion. Includes bandages, gauge, tape, syringes, table paper, tongue depressors, etc.

Supplies: Laundry and Linen

Costs are calculated based on anticipated patient visit count during the four hour clinic expansion. Includes patient gowns, sheets, bed linen covers.

Insurance

Professional and comprehensive liability insurance is pro-rated for each clinic during the four-hour expanded clinic hours.

Housekeeping

Combination of contract and HSA employee labor, fringe benefits, and cleaning costs to clean each clinic.

Interest

Certificates of participation (loan on building purchase) were issued for some of the clinics such as the Medical Arts Building Pediatrics Clinic.

Central Scheduling

HSA labor, fringe benefits and direct costs for our centralized appointment scheduling department. This department is located on the main HSA campus at Scenic Drive in Modesto.

Purchasing

HSA labor, fringe benefits and direct costs for our purchasing department.

Communications

Telephone, internet and fax costs for linkage within and outside of the HSA network.

Patient Financial Counseling

HSA labor, fringe benefits and direct costs for screening eligibility to government insurance programs.

Information Services

HSA labor, fringe benefits and direct costs for our help desk at the main HSA campus that links to our Medical Office services and other HSA services.

Patient Accounting

Billing function for third-party revenue resources.

Payroll

County payroll services in addition to HSA's payroll services.

Other Personnel Costs

Human resources recruitment and retention.

Central Services

Copying, some centralized county purchasing at a consolidated facility throughout the Stanislaus County government network.

Medical Records

HSA labor, fringe benefits and direct costs for our centralized appointment scheduling department. This department is located on the main HSA campus at Scenic Drive in Modesto.

Utilities

Gas, electricity, water and garbage for each clinic. Costs are pro-rated by department and four-hour clinic expansion.

Van Program

Insurance: based on similar van costs

Maintenance, includes fuel, routine lube-n-oil, and needed repair

Logo: based on previous logo costs

DMV, License Fees: based on previous year's costs

Marketing

HSA maintains a full Marketing Department that will assist us in publicizing this program to agricultural workers and their families.

Outreach

HSA's Community Services program will provide outreach to agricultural workers accessing this project.

Health Education Supplies & Materials

Limited funds are included for videos, training materials targeted to agricultural workers and their families.

Local mileage

Reimbursed at .345/mile for Health Educator's transportation to/from homes and meetings with agricultural workers and their families.

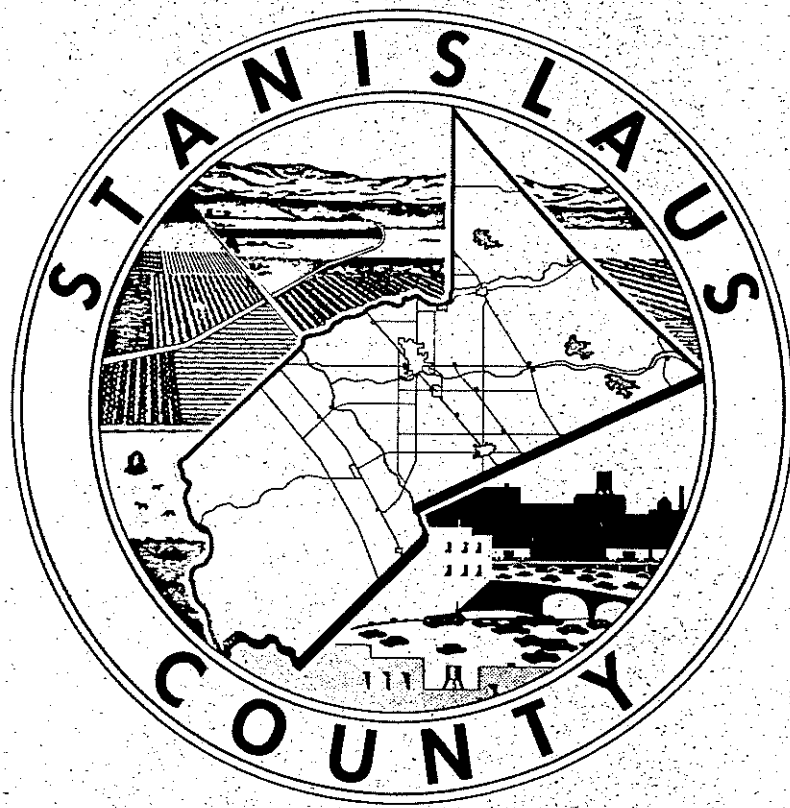
Include a description of other resources available to support the proposed project.

Third-party patient fee reimbursement from government insurance programs such as Medi-Cal, Medicare, Healthy Families, Indigent Health Care Program, Medically Indigent Adults Program, private insurance and personal pay.

Matching funds will come from these third-party revenue resources and other government funding streams.

A. Adopted Policy
Statement on
Inclusion, Diversity
or Affirmative
Action

AFFIRMATIVE ACTION PROGRAM PLAN



... MAKING EQUAL EMPLOYMENT OPPORTUNITY A REALITY

I. THE COMMITMENT

The Board of Supervisors of Stanislaus County hereby establishes and reaffirms its commitment to a clearly defined AA Program to insure that Equal Employment Opportunity (EEO) in County service becomes a reality.

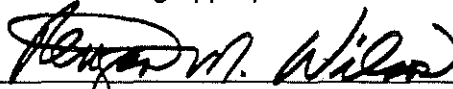
Equal Employment Opportunity involves a County commitment to personnel actions based upon the relative, job-related merit and fitness of applicants and employees and the needs of the County.

It is hereby reaffirmed that there shall be no discrimination in County recruitments advertising, testing, certification, hiring, transfers, promotions, training, compensations, benefits, layoffs, termination, and all other conditions or employment based on race, ancestry, color, national origin, religion, physical or mental disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), or medical condition (cancer related), pregnancy related condition, marital status, sex, sexual orientation, age (over 40), or political affiliation or belief. Moreover, it is further reaffirmed that our non-discrimination policy includes prohibition of harassment (visual, verbal, or physical) of an employee (client) based on the conditions enumerated above. It is further reaffirmed that there shall be no retaliatory discrimination against those who file complaints against the County or because a person may have protested an alleged discriminatory practice and/or testified or participated in a discrimination grievance.

It is further reaffirmed that the County is also clearly committed to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352) to the end that no person in the United States shall, on the basis of proscribed grounds, be excluded from participation, be denied the benefits, or be otherwise subjected to discrimination under any program or activity in which we receive Federal financial assistance.

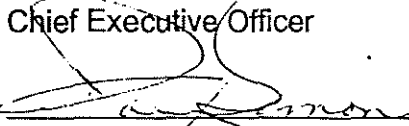
It will be CEO's responsibility in concert with those persons cited in the Affirmative Action Plan, to effectively carry out the Board's commitment of assuring Equal Employment Opportunity and non-discrimination toward protected group members and the disabled in the provision of services by County government.

This statement of commitment shall be updated annually and a copy of updated statements will be promulgated both within Stanislaus County and among appropriate community organizations.



Reagan M. Wilson
Chief Executive Officer

July 1994



Ray Simon
Chairman, Board of Supervisors

July 1994



Stanislaus County

Affirmative Action Commission

Administration Building
1100 H Street
Modesto, California 95354
Phone (209) 525-6341

July 12, 1994

TO: Reagan M. Wilson
Chief Executive Officer

FROM: Dale Butler 
County Affirmative Action Officer

SUBJECT: AFFIRMATIVE ACTION PROGRAM OF STANISLAUS COUNTY

The County's last Affirmative Action Program update was approved by the Board of Supervisors in 1989. Since approval of the last report, regular work force statistical updates and action related reports have been prepared and acted upon by County departments as part of the County's Semi-Annual Affirmative Action Reporting System. This report represents the state of the County's Affirmative Action Program as of November 29, 1993.

Affirmative Action is a very sensitive and complex area in the field of personnel management, and its success in County government hinges on the attention and support provided by our supervisors and managers. This is particularly true in view of our objective to minimize Affirmative Action related liabilities, and because of our commitment to advance the principles of Equal Employment Opportunity throughout County government.

Since our last Affirmative Action Program report was approved in 1989, the County has continued to make significant improvement in addressing underrepresentation of both minorities and women in the various occupational categories found throughout our work force. These improvements did not materialize by themselves, but rather, came about through programmatically supported approaches by key players within County government.

Certainly, the Board of Supervisors, Chief Executive Officer and his staff, department heads, Departmental Affirmative Action Officers, the Affirmative Action Commission, Unions, and County employees in general deserve special thanks for the strong support and/or advocacy roles they have played in making Equal Employment Opportunity through Affirmative Action a reality in County government.

Key components in our Affirmative Action (AA) Program that have seen improvement over the last three years and continue to require our attention include:

AFFIRMATIVE ACTION PROGRAM

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1. COUNTY WORK FORCE

As of November 29, 1993, Stanislaus County had a total of 2,980 full-time employees. AA hiring goals which are based on local labor market availability information were met for American Natives (.99%G vs 1.8%), Asians (3.18%G vs 4.6%), Blacks (1.3%G vs 2.3%) and Females (43.0%G vs 65.1%). By way of comparison as of October 1988, representation of American Natives was at 1.4%, Asians at 3.4%, Blacks at 2.1%, and Females at 61.5%. Hispanics are still underutilized (20.4G vs 14%) overall; Hispanics were at 11.5% as of October 1988. Work force utilization revealed that minority employees in the County stood at 21.9% which put us behind their 25.9% availability in the local labor market. There still exists an underrepresentation of Hispanics in the Officials and Administrators, Professionals, Protective Services, Technicians, Office and Clerical Workers, and Skilled Craft occupational categories. Underutilization of American Natives also exists in the Skilled Craft occupational category. Underutilization of Asians in the Protective Services, Office and Clerical Workers and Service Maintenance categories is also evident. Females, while employed overall in excess of their representation of the labor force, nonetheless continue to remain underutilized in the Officials and Administrators, Protective Services, Service Maintenance and Skilled Craft occupational categories.

NOTE: G = Goal

2. EQUAL EMPLOYMENT OPPORTUNITY (EEO) TRAINING

The provision of EEO training to better sensitize employees to deal with clients, the public, and other employees effectively and fairly continues at an all-time high. Over the last three and one-half years (May 1989 through December 1993), we have provided 3,002 employees with a total of 10,680 employee EEO training hours. More specifically, we have provided training to 955 employees on preventing sexual harassment; 632 employees on cultural awareness; 546 employees on disability awareness; 695 on AIDS awareness; and 174 employees on the Americans with Disabilities Act. This training continues to be geared towards management and supervisory personnel, and has emphasized practical approaches to liability control. An ongoing calendar year EEO training schedule is presently used which greatly facilitates employee enrollment at our workshops. As in the past, we continue to use available internal or external no-cost resources to provide our EEO training. EEO training for 1994 will continue at the same pace.

The amount of Equal Employment Opportunity training provided to County employees, especially over the last three years, would not have been possible

AFFIRMATIVE ACTION PROGRAM

PAGE 3

without the assistance of many extremely capable and professional trainers. The quantity and exceptional quality of EEO training is due to dedication and commitment of our many trainers.

3. ACCESSIBILITY TO THE DISABLED

Since our last report to the Board in 1989, a number of significant actions which impact favorably on improving our AA posture with respect to disabled persons have taken place within County government. Achievements or other significant events that have taken place since 1989 include:

- A Handicapped Opportunities and Progressive Employment Program (HOPE) has been developed to promote increased employment opportunities for persons with disabilities in County government. This program identifies trainee and entry-level positions specifically targeting those persons who may not have gained the necessary work-related experiences due to their disabilities, or those who qualify who cannot access employment opportunities.
- Disability training continues to be provided at an impressive rate. As a member of the Mayors' Committee for the Employment of Persons with Disabilities, the County continues to host monthly meetings for this organization. County Affirmative Action Officer (AAO), Dale Butler, served as Chair of the body between April 1990 - April 1993, and continues to serve as vice-chair. He is also a Board appointed member of the National Organization on Disability (NOD).
- Assistive Listening Systems were purchased and installed in the Board Room and County Library. A system was also purchased and is available for use by the hearing impaired who take County administered employment written exams. TDD's were also installed in the Personnel Unit, Employment and Training Department and at the County Library. As other locations are identified, more TDD's will be installed.
- Chief Probation Officer Robert Norem was selected by the Stanislaus County Mayors' Committee for the Employment of Persons with Disabilities as the 1992 Public Sector Employer of the Year.
- Departmental AAO Jan Wysong from the County Probation Department received an award from United Cerebral Palsy for co-chairing the United Cerebral Palsy Telethon Committee.

AFFIRMATIVE ACTION PROGRAM

PAGE 4

- AA Commission member Manuel Gonsalves was inducted into the Governor's Hall of Fame for Persons With Disabilities.
- County AAO Dale Butler was awarded a State level Humanitarian Award by the California Association of the Physically Handicapped. He is also Vice-President of the Central California Region California Association of Affirmative Action Officers Association - a Statewide organization.

On a related note, the Board of Supervisors and the Affirmative Action Commission have been extremely committed to the advancement of opportunities for the disabled support that so much has been accomplished in the furtherance of disability-related goals during the last three years. The strong support from the Board along with the guidance and assistance from the Affirmative Action Commission are the driving force behind achievements in this area.

4. AFFIRMATIVE ACTION COMMISSION

This seven member body includes representation from the Black, Asian, Hispanic and White communities. Two of the seven members are female. As a group, the Commission has direct access to both the minority and disabled communities within the County. The Commission has been a very active group, and meets regularly the second Wednesday of every other month. The Commission is specifically responsible for providing guidance and direction to assure the promotion of AA goals and objectives. During the past three years, the Commission has been involved in many activities ranging from accessibility issues to visiting with department heads to promote Affirmative Action.

Commission members continue to be very involved in making sure that our Equal Employment Opportunity training programs are responsive to both County and employee needs. The leadership, guidance, and assistance provided by the Commission to staff has been invaluable, and AA successes during the past three years are due in very large part to the active and aggressive manner in which this group has addressed its responsibilities.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLAINTS

Since our last Affirmative Action Program Report in December 1989, 33 complaints have been filed against the County. This averages around 8 complaints a year. In light of the extremely high number of personnel-related transactions handled by the County, we are still doing very well in keeping the number of complaints down. The credit for this low number of complaints goes to our managers, supervisors and our

AFFIRMATIVE ACTION PROGRAM

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ongoing EEO training program, which emphasizes liability control among other things.

An overview on the type of complaints filed over the last four years shows that in 1990 a total of 7 individuals filed 11 complaints with the County. Four were filed with the County, and the others were filed with the Department of Fair Employment and Housing (DFEH), Department of Labor (DOL), and the Equal Employment Opportunity Commission (EEOC). These complaints alleged discrimination primarily on the basis of race, followed by handicap, and finally, sex and age. Of the complaints filed with outside agencies, most were closed due to insufficient evidence, although one of the complainants elected court action which never materialized, and another agreed to a no-fault settlement with the County. Of the County complaints, none of the complainants appealed beyond the third level within the County's Equal Employment Opportunity Grievance Procedure. During 1991, nine individuals file ten complaints with seven filed with outside agencies such as DFEH and EEOC, and three with the County. Most of these complaints charged sex discrimination (including sexual harassment and sexual orientation). A lesser number charged race, marital status and age discrimination. None of the complaints in 1991 involved allegations of handicap discrimination. Most of the 1991 complaints were closed based on a lack of evidence to support the allegations, although three of the complainants elected court action. Only two complaints were filed in 1992, and both alleged sex discrimination. The complaints were filed with DFEH and EEOC. Both of these complaints were closed with DFEH issuing a finding of non-discrimination against the County, and EEOC issuing a right to sue letter. Of the ten complaints filed in 1993, five were filed with EEOC, four with DFEH and one with the County. Three of these have been closed with one complainant electing Court action, one resolved to the complainant's satisfaction, and one electing not to appeal under the County's grievance procedure. Six of the complaints filed in 1993 were filed on the basis of alleged race/national origin discrimination, and the remaining four complaints on the basis of sex, age and disability discrimination.

It remains our continued belief that our AA Program must be able to expeditiously address EEO complaints. Our Equal Employment Opportunity Grievance Procedure allows individuals to seek resolution to their concerns at the local level where they are addressed expeditiously, as opposed to the state and federal levels where processing takes far longer and is more "distant."

6. SUPPORT STAFF

The County's AA Program continues to be staffed by a Principal Analyst who concurrently performs the full gamut of personnel and budget management

AFFIRMATIVE ACTION PROGRAM
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assignments. Due to workload considerations, there continues to be a need for additional staffing to fully address AA Program requirements, including those imposed by the Americans With Disabilities Act of 1990. In our 1989 report, a request for a full-time AAO position to address AA and EEO/general training duties was made to the Board. However, this request was not approved due to funding problems. In recognition of the fact that the County is faced with an extremely serious financial situation, additional staffing is not being requested at this time.

7. WOMEN'S PROGRESS

In our last report to the Board, we identified the number of women in the various occupational categories in County government. This data has been updated to reflect the employment of women in our County government as of November 1993 (See table). Women continue to hold a majority of low paying positions in County government; however, we have seen a clear increase in their integration into higher level occupational categories, especially in the Officials and Administrators, Protective Services, and Service Maintenance categories. A comparison of the occupational categories women are employed in are as follows:

| | 1988 | | 1993 | |
|------------------------------|------|------|------|------|
| | # | % | # | % |
| Officials and Administrators | 40 | 33.0 | 57 | 40.7 |
| Professionals | 408 | 55.1 | 444 | 58.8 |
| Para-Professionals | 148 | 72.2 | 186 | 72.1 |
| Protective Services | 39 | 15.3 | 56 | 18.3 |
| Technicians | 237 | 68.7 | 308 | 74.8 |
| Office/Clerical | 730 | 95.2 | 846 | 95.0 |
| Service/Maintenance | 36 | 20.1 | 43 | 25.1 |
| Skilled Craft | 0 | 0 | 0 | 0 |

Note: A 43.0% employment goal has been established for women.

As can be seen from the foregoing, women appear to be making progress in almost all of the occupational categories. There was a slight percentage decrease in the Office and Clerical category which predominantly employs women. There was no change in the Skilled Craft category. While the increased representation of women

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in the higher paid occupational categories certainly reflects a positive trend, continued focused attention must be paid to improving the employment of women in those categories where they remain underrepresented.

8. AMERICANS WITH DISABILITIES ACT

With the advent of the Americans With Disabilities Act (ADA) of 1990, increased activity on the part of AA Program staff and departmental personnel to assure compliance with the Act is also anticipated. Already, work is in progress to develop the ADA required Self-Evaluation and Transition Plans.

The County continues to be guided by three important views in discharging its AA Program responsibilities:

- It makes good business sense because personnel system improvements based on sound business decisions using job-related criteria can save money and reduce liabilities of non-compliance.
- It is legally mandated.
- It is professionally and ethically correct to make our business decisions on sound and job-related criteria. Doing anything else would hurt our effectiveness and increase our liability.

In Stanislaus County, our AA Program is well grounded as an integral part of our personnel management system, and given continued high-level support by the Board of Supervisors and others in County government, we should continue to enjoy many Program successes in the years to come.

In summary, the following Board actions are requested as part of this report:

1. Approve the County's Affirmative Action Program Plan as submitted.
2. Commend the Stanislaus County AA Commission members for the excellent job they have performed as advisors to the Board and staff on matters relating to the furtherance of AA in County government by adopting resolutions which will be provided as part of this report. The current Commission members are Manuel Gonsalves, Quincy Hamilton, Lure Johnson, Rebecca Kamille, Minerva Martinez, Russel Serna, and Rene Sunga.

B. Memoranda of
Understanding from
proposed project
partners

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement For Professional Services is made and entered into by and between the County of Stanislaus ("County") and Scenic Faculty Medical Group ("Contractor").

Introduction

WHEREAS, the County has a need for services involving the provision of professional medical providers to staff County clinics and provide medical services to County clients; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in Exhibit A, which is attached hereto and, by this reference, made a part hereof.

1.3 Services and work provided by the Contractor under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Contractor and any reports or opinions prepared or issued as part of the work performed by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

2. Consideration

2.1 The Contractor shall be compensated as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time or termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 120 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Contractor's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and

permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items, unless other stipulations are provided in Exhibit A.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.3 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the

insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides

the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's

fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such

services do not conflict directly or indirectly with the performance of the Contractor's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Health Services Agency
Attention: Managing Director
P.O. Box 3271
Modesto, CA 95353

To Contractor: Scenic Faculty Medical Group
Attention: George Killian, Administrator
P.O. Box 3271
Modesto, CA 95353

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

COUNTY OF STANISLAUS

CONTRACTOR

Kathy Kohrman
Interim Managing Director
Health Services Agency
Dated: _____

Scenic Faculty Medical Group

Dated: _____

Contractor's Taxpayer Identification :

APPROVED AS TO FORM FOR USE
THROUGH JUNE 30, 2002:

BY: _____
TITLE: DEPUTY COUNTY COUNSEL
DATE: JUNE 1, 2001

EXHIBIT "A"

This Agreement between County and Contractor shall supercede any previously executed agreement and/or understanding between the parties for which any previously executed agreement and/or understanding is in conflict with this Agreement. However, nothing in this Agreement changes or modifies the terms of any existing Agreement for Urgent Care or Teaching between the parties.

A. Scope

This facilities and service agreement provides the general terms under which Contractor provides professional medical services to County clinics, exclusive of cardiology services, rendered by agents of Contractor. Under the terms of this Agreement, County agrees to provide facilities, staffing, and other support services to Contractor in the exclusive provision of professional primary care medical services in return for Contractor's financial contribution to County's overhead as stipulated in this Agreement. Exceptions to the primary care exclusivity include providers hired by County under a Health Professional Shortage Area program (HPSA loan repayment, J-1 visa) and any other medical provider to which both parties mutually agree may be employed by County for primary care services. Contractor shall also be offered the right of first refusal for provision of OB/GYN services.

B. County Responsibility

B.1. County shall provide reasonable overhead including utilities, supplies, space, and fixtures necessary for Contractor to fulfill the terms of this Agreement. Reasonable overhead shall include but not be limited to local and long distance telephone service necessary for fulfilling this Agreement, medical supplies, office fixtures, Contractor's administrative office space of approximately 425 square feet, electricity, heating, cooling, scheduling services, front and back office clinic staff, transcription services, administrative supplies, medical malpractice expense covering medical liability exposure for County patient's, standard medical equipment, internet access, computers, monitors, and coding/diagnosis software and related tools. County shall be the ultimate arbiter of "reasonable overhead" subject to discussion with Contractor. Reasonable overhead shall expressly exclude transcription services related to work outside the scope of this Agreement and clerical support for work outside the scope of this Agreement.

B.2. Upon mutual agreement, Contractor may purchase and maintain its own equipment, furniture, or fixtures which shall be maintained by Contractor in conformity with all state and federal laws, rules, and regulations. The acquisition, replacement, or requests for medical equipment, furniture, or fixtures shall be incorporated into the annual and mid-year budget process.

B.3. County shall provide to Contractor reasonable, necessary, and timely assistance in securing billing information for Contractor's professional medical claims at no expense to Contractor.

B.4. County shall facilitate and work jointly with Contractor to develop quantifiable standards or benchmarks for clinic operations and the provision of quality patient care which are within budgetary constraints of County. Such standards or benchmarks may include but shall not be limited to such issues as scheduling, referrals, messaging, medical record completion, and pharmacy refills.

C. Contractor Responsibility

C.1. All Contractor's physicians and mid-level medical providers shall not be considered employees of County. Contractor shall be solely responsible for providing workers compensation for any of its employees. Further, Contractor shall be responsible for and hold County harmless from all matters relating to payment of its employees, agents, and independent contractors, including compliance with social security, income tax withholding and all other regulations and programs concerning such matters. Contractor shall not encumber County to any agreement or arrangement, including any arrangement that entails a concomitant expense to County or that adversely impacts the County's financial position, unless previously agreed to in writing by both parties. Contractor shall only utilize professional medical providers that are acceptable to County.

C.2. Contractor may at its sole discretion terminate any of its professional medical staff who have been assigned responsibility to render services under this Agreement upon notice of this intention to County.

C.3. Recognizing the need for continuity in staffing the County's ambulatory clinics for optimum productivity and patient accessibility, Contractor agrees to provide to County professional medical providers sufficient in numbers at each clinic staffed by Contractor to maintain routine, established patient appointment accessibility. County shall consult and coordinate any material changes in clinic hours and times with Contractor for which Contractor or Contractor's agents will be expected to provide professional medical providers. If these changes are expected to result in improved patient accessibility without compromising current patient accessibility or adversely impacting Contractor's productivity, Contractor shall be responsible for securing professional medical providers for such clinic. County recognizes that Contractor may hire physicians assistants or nurse practitioners in order to meet this responsibility.

C.4. Contractor agrees to abide by all Health Care Financing Administration and California Department of Health Services laws, rules, and regulations relating to the provision of professional medical services. Contractor agrees to adhere to applicable County policies and procedures, including those related to utilization of non-credentialed providers.

C.5. Whenever a foreseen or anticipated absence from one of the County's scheduled clinics is anticipated by a professional medical provider of Contractor, Contractor, through the respective Clinic Chief, shall give written notification to the respective clinic manager of the dates and duration of such anticipated absence at least 30 calendar days prior to the first day of the anticipated absence. Further, whenever such absence is anticipated to last longer than 14 consecutive calendar days, Contractor shall use its best efforts to arrange

for replacement coverage from the first day of the anticipated absence. This provision specifically applies to vacation and Continuing Medical Education but excludes illness or sickness.

C.6. Contractor agrees to maintain minimum provider productivity standards, which meet or exceed acceptable industry standards as annually published by the Medical Group Management Association. These current published standards provide for a minimum of 4800 patient encounters per full time primary care provider per year.

C.7. Contractor agrees to provide equal accessibility to all financial classes of patients and to ensure that the panel of patients assigned to Contractor's providers remains open to MIA and Medi-Cal patients. Contractor further agrees that clinic patients for whom Contractor has received a capitated payment, shall be seen by Contractor or Contractor's agent and not by a County provider.

C.8. Contractor shall ensure reasonable access for routine patient appointments, such that wait times for appointments are minimized. Contractor shall ensure that Contractor's providers have daily schedules that include same day appointments for those patients needing same day access.

D. Compensation

D.1. Professional Medical Fees shall be defined as the gross professional and procedure fees generated and billed by Contractor or Contractor's agent in any County clinic, except for those services billed by County for Contractor's professional medical providers working in any of County's Rural Health Clinics and for CHDP visits or any other circumstance for which County bills on Contractor's behalf. Contractor agrees to not bill for any technical charges.

D.2. Contractor shall pay to County by the 10th of each month the percentage of Professional Medical Fees collected during the previous month that this Agreement is in force for each aggregate payor group identified below:

| | |
|--------------------------------|-----|
| Commercial FFS | 37% |
| Medicare | 37% |
| Private Pay | 37% |
| Managed care Medi-Cal | 0% |
| IHCP | 0% |
| Medi Cal FFS | 20% |
| Medi Cal Other (ie. OFP, etc.) | 10% |

For the Medi-Cal fee-for-service payor grouping, the percentage contribution identified in the above table will default to zero (-0-) on the date, if any, that the County is eligible to bill and receive payment for a "treatment room charge" on this financial class of patients as determined by the Department of Health Services. This change will not alter the Contractor's commitment to pay County at the above percentage for any Professional

Medical Fee generated and billed under this agreement prior to the date on which County is eligible to receive a treatment room charge from the Medi-Cal fee-for-service program.

D.3. Contractor shall provide sufficient detail to County to substantiate payments made in D.2. above and shall meet no more frequently than monthly with County to review the effectiveness of Contractor's collection efforts as determined by collection reports and summaries which Contractor agrees to reasonably provide to County upon request.

D.4. Contractor agrees to pay to County 37% of all outpatient capitated professional fees paid to Contractor for patients assigned to one of Contractor's or Contractor's agent's Primary Care and OB/GYN Providers whose professional medical services are under the scope and terms of this Agreement. Calculation of the outpatient portion of capitated fees received by Contractor shall utilize a methodology which is mutually agreeable to both parties. Such payment will be made by the 10th of each successive month

D.5. County shall make every effort to collect co-payments, full or partial payments, and full payment for "bundled" services in accordance with County policy, (services for which both a technical and professional charge is made by County), eg. PD45, etc. County shall provide Contractor a weekly accounting of such amounts received by date of service, patient name (including any unique patient identifier), payor class, and amount received. County shall compensate Contractor by the 10th of the month for all such monies received during the previous month net of the percentage stipulated in D.2 above.

All co-payments received by County are recognized to be for professional medical services and shall be paid to Contractor in accordance with this section. Patient payments received at the time of service for a PD45 or any other County global or discount plan or any "private pay" full or partial payment will be shared according to D.2, above. Patient payments received on older accounts will be retained by County. MIA and Medi-Cal Share of Cost collected at the time of service will be retained by County and credited to any charge made by County.

D.6. Within 30 calendar days of the effective date of this Agreement, Contractor shall pay County 50% of Professional Medical Fees collected on fee-for-service Valley IPA patients for whom Professional Medical Fees were generated and billed by Contractor or Contractor's agent from April 1, 2001 to the effective date of this Agreement. Contractor shall provide County with sufficient documentation of collections to validate the payment made to under D.7.

D.7. The following services will be billed by County with County compensating Contractor in accordance with the following guidelines.

D.7.1. County shall pay Contractor 50% of the current recognized cost/visit as determined by the most recently submitted cost report for any patient visit attended by Contractor at each County Rural Health Clinics which are billed by County.

D.7.2. Professional fees for CHDP patients will be billed by County. County shall

pay Contractor \$21.00 for each CHDP visit, subject to annual adjustments to be effective on the anniversary date of this agreement to be based on the blended average of updated CHDP compensation rates.

D.7.3. County shall bill for Pediatric Evidentiary Examinations and Contractor shall be compensated as follows:

D.7.3.1. \$300 for all pediatric evidentiary examinations performed.

D.7.3.2. \$100 for any client who does not appear for the scheduled appointment unless 24 hours notice has been given to the clinic.

D.7.3.3. \$200/hour as a witness fee based upon portal time (including wait times). Travel time will be limited to 30 minutes for each appearance.

D.7.4 Any other professional fees which may be billed by County on behalf of Contractor shall be shared in accordance with D.2 above.

D.7.5. Contractor agrees to assign all such billings to County. County shall pay Contractor by the 15th of the month for the above services rendered in the preceding month.

D.8. At the written request of either party, both parties agree to perform and complete calendar quarter reconciliation(s) within 45 days of the end of any calendar quarter to quantify capitated patient utilization by capitated and non-capitated providers and to quantify any fee-for-service payments owing to any non-capitated provider by the capitated provider. The value of the rendered care by the non-capitated provider shall be based on the respective payor's fee-for-service reimbursement rate for non-capitated primary care services or as otherwise mutually agreed upon by the parties. Based on this reconciliation, the party owing money to the other party shall make full payment to that party within 30 days of the date on which the reconciliation is validated by both parties.

E. Miscellaneous Provisions

E.1. Clinic Chiefs. Contractor shall provide a Clinic Chief for each County clinic site deemed necessary by County, excluding Specialty Clinics. Appointment of clinic chiefs shall be made upon recommendation with approval of County and Contractor. Appointment term will be by mutual agreement of County and Contractor. Clinic Chiefs shall be responsible for meeting the duties and responsibilities contained in Attachment A, Physician Job Description, Clinic Chief.

County shall pay to Contractor the monthly sum of \$900/clinic chief by the 10th of each successive month in return for the services of the Clinic Chiefs.

E.2. Medical Director. County and Contractor shall designate a physician of Contractor to function as the Medical Director for the County's clinics. County shall pay Contractor \$2,400.00 by the 10th of each successive month for Contractor's fulfillment of this position and attendant responsibilities. The Medical Director shall be responsible for meeting the duties and responsibilities contained in Attachment B, Medical Director.

E.3. Clinical Oversight. Contractor, through the respective clinic chiefs, shall provide clinical oversight of clinical employees of County in each clinic site.

E.4. Mid-Level Oversight. Contractor agrees to provide oversight of mid-level providers employed by County working in County clinics. Such oversight shall meet all legal and regulatory requirements. In return for this oversight, County shall pay Contractor the monthly amount of \$7,583.33 by the 10th of the month for the previous month's oversight, provided the number of full-time equivalent (FTE) mid-level providers is between 8 and 12, inclusive. An increase or decrease in mid-level provider FTE's below 8 or above 12 will result in a corresponding adjustment in compensation paid to Contractor by \$758/full or partial FTE per month.

E.5. Recruitment. In the event County and Contractor mutually agree to undertake joint recruitment of medical professionals to work for Contractor, County agrees, with prior written approval, to reimburse Contractor up to 50% of recruitment expenses, including but not limited to, travel expense, lodging, food, and relocation expenses.

E.6. Unprofessional Conduct. Should an issue of substance abuse, violation of law, or unprofessional activity or behavior be identified by County's Managing Director of HSA regarding any of Contractor's agents, the Managing Director will notify Contractor's Administrative Director, who will have 30 days to resolve the problem to the mutual satisfaction of both County and Contractor. Should the problem not be resolved within the 30 days, the County reserves the right to demand that the offending individual be removed from practicing at any County site; Contractor shall promptly comply with such demand.

E.7. Problem Resolution. If at any time during the term of this Agreement either party has an unresolved grievance against the other, the grieved party shall notify in writing and inform the respective administrative authority for the respective organization of the nature and extent of the grievance. Both parties agree to formally meet within 7 calendar days to attempt to resolve any such grievance.

E.8. Federal Access to Records. To the extent necessary to prevent disallowance of reimbursement under Section 1861 (v)(1)(I) of the Social Security Act, until the expiration of four (4) years after the furnishing of services under this Agreement, Contractor shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of services provided by Contractor under this Agreement. Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve month period, with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records or such organization as are necessary to verify the nature and extent of such costs.

E.9. Compliance. During the term of this Agreement and while performing services under this Agreement, Contractor shall make every effort to comply with the Health Insurance Portability and Accountability Act of 1996, as amended, which stipulates a provider's responsibility to prevent health care fraud and abuse. At a minimum, the Contractor shall be solely responsible for (1) providing prompt and timely medically necessary Common Procedural Terminology (CPT) codes for professional services using guidelines promulgated by the American Medical Association and specific diagnosis code(s) for each patient encounter; such codes shall be recorded, in accordance with HSA policy, on each patient's billing form, (2) ensuring complete, thorough, and accurate medical record documentation related to each patient encounter, (3) complying with all HCFA coding, documentation, and medical necessity requirements of treatment, and (4) providing appropriate diagnosis codes for medically necessary ancillary testing.

In addition, as required by the Office of Inspector General and Medicare Fraud and Abuse statutes, the Contractor agrees to cooperate and participate in the HSA's' Corporate Compliance Program's written recommendations and guidelines relative to the scope of services covered by this agreement and to participate in the organization's quality improvement program.

E.10. Confidentiality. Contractor agrees that all patient information obtained or observed during the provision of service under the terms of this Agreement shall remain confidential and shall be treated as confidential by Contractor and Contractor's agents. Contractor shall implement and maintain such safeguards as are necessary to ensure that all patient information obtained, observed, recorded, and maintained by County in their clinics for which Contractor has access will be forever treated as confidential and will not be used or disclosed by Contractor or Contractor's agent without the expressed written consent of patient.

Contractor shall promptly report to County any use or disclosure of patient information in any form of which Contractor becomes aware that is outside the scope of this Agreement.

This Section E.10 shall survive the termination of this Agreement indefinitely.

E.11. Renegotiation or Modification. Either party shall have the right to request renegotiation of this Agreement upon written notice and offer to renegotiate the terms hereof.

E.12. Exclusivity. During the term of this Agreement, Contractor shall be the exclusive provider of Primary Care and OB/GYN services in County's clinics, except for the exceptions and conditions noted under "Scope" above.

F. Contract Review

Both parties agree to formally review this Agreement after 6 continuous months based upon the following minimum criteria.

- Mutual financial results
- Patient Accessibility
- Provider Productivity
- Areas of process improvements
- Additional strategic and/or tactical alliances or opportunities

This formal review will be concluded by the end of the 7th month of the Agreement.

G. Professional Malpractice Liability Protection

County shall provide to Contractor professional malpractice liability protection covering patient care services rendered by Contractor while performing his/her responsibilities under the terms of this Agreement to County patients . Contractor must provide professional malpractice protection for any and all services or care provided outside the course or scope of this agreement and in his/her private practice. It is further understood and agreed that this Agreement shall be terminated in the event that the County is unable to provide professional liability protection to Contractor through the County's professional liability program.

H. Term and Termination

The effective date of this Agreement shall be January 1, 2002. The term of this Agreement shall extend through June 30, 2003. Either party may terminate this Agreement without cause upon one hundred twenty (120) days prior written notice to the other party.

Both parties shall notify the other party no later than 180 days from the above termination date of their intention to renegotiate and/or extend this Agreement beyond the termination date.

C. List of Key Program Personnel

STANISLAUS COUNTY HEALTH SERVICES AGENCY

Board of Supervisors

Chief Executive Officer
Reagan Wilson

Health Services Agency
Managing Director
Beverly Finley

Medical Director – Garfield Pickell, M.D.

Director Residency Program
John Payne, M.D.

Senior Executive Secretary

Public Health Officer

Director of Volunteer Services
Kathy Phillips

HSA Foundation

SFMG Administrator
George Killian

Ancillary Services
John Schaper

Regional Clinic System
Kathy Kohrman

Public Health Services
Cle Moore

Health Promotion & Employee Wellness
Phoebe Leuna

Marketing & Business Development
David Jones

Finance
Cindy Coit

Managed Care
Mary Ann Lee

- Pharmacy
- Laboratory
- Radiology
- Rehabilitation
- Medical Records
- Central Scheduling Unit
- M.D. Contracting and M.D. Relations

- Ceres Medical Office
- Empire Medical Office
- Family Practice Clinic
- Hughson Medical Office
- Medical Arts Building
 - OB/GYN
 - Peds
 - Dental
 - PMP Clinic
- MoMobile
- McHenry Medical Office
 - Family Planning
 - Salida Women's Health
- Oakdale Medical Office
- Turlock Medical Office
- Urgent Care

- Epidemiology
- Vital Statistics
- CCS/MTU
- Children's Medical Service
- HIV/STD
- TB/CD
- MCH
- Community Health Services
 - Case Management
 - Contracts
 - Education & Outreach

- Nutrition
- Community Health Promotion
- Patient Education
- Employee Services
 - Human Resources
 - Payroll
- Education & Training

- HSA Foundation
- Public Relations
- Business Development

- Financial Services
- Patient Finances
- Information Services
- Support Services
 - Security
 - Environmental Services
 - Materials Management
 - Engineering
 - Dietary

- MediCal Managed Care
- Healthy Families
- Risk Management
- IHCP
- Insurance Contracting & Credentialing
- MediCal Outreach

Attachment C: List of Key Program Personnel

SENIOR MANAGERS

CLERICAL SUPPORT

Kathy Kohrman
Interim Managing Director
Assoc. Director, Ambulatory Services
558-7190; Fax: 558-7123
Pgr: 567-1621 (1921); Cell: 541-4194

Marilyn Villines
Executive Assistant (Conf Asst IV)
558-7163; Fax: 558-7123
Home: 545-0735

Cle Moore
Assoc. Director, Community Health
Services
558-6010; Fax: 558-8008
Pgr: 567-1695 (1995); Cell: 541-4712

Same

Sandra Wallace
Grant Writer
558-7210; Fax: 558-8320

Same

Pheobe Leung
Assoc. Director, Health Promotion &
Employee Wellness
558-6843; Fax: 558-8320
Pgr: 567-1609 (1909); Cell: 581-2630

Same

David Jones
Assoc. Dir., Marketing & Development
558-5636; Fax: 558-8320
Pgr: 567-1692 (1992)

JoAnn Henley
Administrative Secretary (Conf Asst III)
558-6833; Fax: 558-8320
Home: 577-8655

Cindy Coit
Chief Financial Officer
558-7115; Fax: 558-8320
Pgr: 567-1675 (1975)

Same

Mary Ann Lee
Associate Director, Managed Care
558-7249; Fax: 558-8320
Pgr: 567-1959 (1659); Cell: 602-2584

Gloria Rios
Admin Clerk III
558-7116; Fax: 558-8320
Home: 529-1202

John Schaper
Assistant Director, Ancillary Services
558-7102; Fax: 558-8320
Pgr: 567-6186 (1986); Cell: 604-1370

Same

SCENIC FACULTY MEDICAL GROUP

George Kilian
Administrator, SFMG
558-7248; Fax: 558-8723
Pgr: 567-1609 (1908)

Rebecca Speer
Administrative Assistant
558-7248; Fax: 558-8723

and
Jan Roberts
Administrative Assistant
558-7248; Fax: 558-8723

SFMG EXECUTIVE COMMITTEE

Nancy Brown, MD
MAB-Peds
558-8400; Fax: 558-8443
Pgr: 567-1546 (2246)

Del Morris, MD
Family Practice Center
558-7646; Fax: 558-7227
Pgr: 567-1526 (2226)

Jose Rodriguez, MD
Hughson Medical Office
558-7250; Fax: 558-6033
Pgr: 567-1538 (2238)

PUBLIC HEALTH OFFICER

John Walker, MD
558-7773; Fax: 558-7286
Pgr: 567-1531 (2231); Cell: 613-6284

Valerie Brach
Administrative Secretary
558-8804; Fax: 558-7286

RESIDENCY PROGRAM DIRECTOR

John Payne MD
576-3524; Fax: 578-3597
Pgr: 567-1521 (2221)

Kathy Garcia
Residency Coordinator
576-3528; Fax: 576-3597
Pgr: 567-1670 (1970)

MEDICAL DIRECTOR

Gary Pickell, M.D.
Medical Director
558-6212; Fax: 526-5816
Pgr: 556-1522 (2222)

HEALTH SERVICES AGENCY SATELLITE CLINICS

REVISED @ 10-03-01

| | | | |
|--|------------------------------------|---|---|
| Ceres Medical Office 3109 Whitmore Avenue Ceres 95307 | Polly: Internal: FAX: | 541-2456; Pgr: 1943 541-2470 541-2996 | Polly Antonio B/D: 6-06 |
| Empire Medical Office 18 S. Abbie Street Empire 95319 | Gayle: Internal: Fax: | 558-6210; Pgr: 1957 558-7292 558-8133 | Gayle Cupp B/D: 12-27 |
| Family Practice Center 900 Scenic Drive Modesto 95350 | Joan: Fax: | 558-5661; Pgr: 1967 558-7227 | Joan Donlon B/Day: 6-07 |
| Hughson Medical Office 2412 Third Street Hughson 95326 | Gayle: Internal: Fax: | 558-6210; Pgr: 1957 558-4200 558-6033 | Gayle Cupp |
| McHenry Medical Office 2501-E McHenry Avenue Modesto 95350 | Samantha: Internal: Fax: | 558-5322; Pgr: 1920 8-5315/5352/5311 558-5310 | Samantha Phillips-Bland B/D: 6-18 |
| Medical Arts Bldg – OB/GYN 700 – 17th Street Modesto 95350 | Lina: Internal: Fax: | 558-8419; Pgr: 1923 558-8410 558-8436 | Lina Ruppel B/D: 9-16 |
| MAB – Peds, PMP, Dental 700 17th Street Modesto 95350 | Aurora: Fax: PMP: Dental: | 558-8450; Pgr: 1926 558-8344 558-8455; Fax: 8-8482 558-8478; Fax: 8-8780 | Aurora Montgomery B/D: 8-15 |
| MOMobile 700 – 17th Street Modesto 95350 | Lina: Fax: | 558-8419 558-8482 | Lina Ruppel |
| Salida Clinic 4525 Broadway, Suite B Salida 95368 | Samantha: Internal: Fax: | 558-5322; Pgr: 1920 558-6930 558-6931 | Samantha Phillips-Bland |
| Specialty Clinics 830 Scenic Drive Modesto 95350 | Liz: Internal: Fax: | 558-7018; Pgr: 1978 558-4476 558-5614 | Liz Cooper B/D: 7-08 |
| Stanislaus Urgent Care 830 Scenic Drive Modesto 95350 | Joan: Internal: Fax: | 558-5661; Pgr: 1967 558-7196 558-7245 | Joan Donlon |
| Turlock Medical Office 800 Delbon, Suite A Turlock 95380 | Lawana: Fax: Internal: | 664-8073; Pgr: 1962 664-8002 664-8005 | Lawana Earl B/D: 12-29 |

D. Statement of
Agricultural
Worker's Role in
the Design,
Development and
Evaluation of the
Project

Attachment D: Statement of Agricultural Worker's Role in the Design, Development and Evaluation of the Project

In preparation for this application, HSA's staff met with the following agencies/contacts who either work with or are themselves a part of the agricultural community in Stanislaus County:

- Mike Sullivan, Executive Director, Golden Valley Health Centers
- Christine Noguera, Golden Valley Health Centers
- Sally Perez, Turlock Healthy Start
- Herlinda Gonzales, Patterson High School
- Nancy Feldman, Advisor, Nutrition, Family & Consumer Science, University of California Cooperative Extension
- Cynthia Darmstandler, Stanislaus County Agricultural Commissioner
- Chris Davidson, Director of Administration, Special Programs/Projects, Stanislaus County Housing Authority
- Gabriel Juarez, Special Programs/Projects, Stanislaus County Housing Authority
- Jan Enga, Executive Manager, Stanislaus County Farm Bureau
- Bob Goff, Rapid Response, Stanislaus County Employment and Training Department
- Dale Butler, Stanislaus County
- Nanette McNamara and Dennis Sigona, Migrant Head Start Program, Stanislaus County Office of Education

Golden Valley Health Centers operates federally qualified health centers in Merced and Stanislaus Counties. They primarily serve the western part of Stanislaus County. We approached them for possible collaboration on this grant project. They had already decided to apply for a mobile vision screening project but expressed interest in talking more with us about health education for agricultural workers. We plan to approach them again during Year One of this project when we hold focus groups of agricultural workers who have been diagnosed with diabetes and/or hypertension to explore strategies the agricultural workers would use for health education.

We met several times with representatives of the Migrant Head Start Program in Stanislaus County. They attended the bidder's conference sponsored by The California Endowment for this grant opportunity and had begun to survey their parents to see what types of health issues, problems, and activities they wanted to see. The majority wanted nutrition education classes and diabetes prevention classes on-site at the Migrant Camps where they lived. HSA currently provides many of these services through our WIC program and they are not well attended. We explored submitting a project to provide more services but decided this would be the development of a new project rather than the expansion/enhancement of an existing one. Also, we felt it would be more responsible to do further focus groups with the agricultural worker population to explore ways to boost attendance at existing programs. We plan to build on the valuable contacts we've established with the Head Start Program during Year 1 of this grant project, as we hold focus groups with the agricultural community.

As we spoke with the contacts above, a need to provide extended clinic hours in our existing Medical Offices and to provide van transportation to medical appointments came up in the discussion.

HSA administers patient satisfaction surveys quarterly throughout our network of programs and services. We reviewed the responses to those surveys to try and identify needs of agricultural workers but the surveys were not designed to gather information from a separately employed group. So, we decided to administer a mini-patient survey within our Medical Offices to identify the need for expanded service hours and transportation among agricultural workers. Please see the attached survey.

The survey was conducted at each of the HSA Medical Offices over two days. Results of the survey are as follows:

- 23% of respondents were agricultural workers
- 76% of all respondents said expansion of our Medical Office appointments to evening and/or Saturday hours would help them use our services
- 54% said they were either very likely or definitely likely to use Saturday hours for their regular doctor appointments.
- 48% said they were either very likely or definitely likely to use evening hours for their regular doctor appointments.
- There was no clear preference for which day of the week to provide evening hours.
- 28% said transportation was a barrier to accessing medical care.
- 48% said they would use a van for transport to medical appointments if it was available on an appointment basis with 24-hour notice.

The results of this patient survey led to our application to The California Endowment for a project that will expand the hours of each of our Medical Offices one evening a week or on a Saturday and continue a van transportation program.

After six months of Year 1 of this project, we will hold focus groups of agricultural workers using the evening/Saturday hours for their appointments to identify health education strategies for addressing diagnoses such as diabetes and hypertension.

We will use the feedback from those focus groups to implement health education activities in Year 2 as well as continue to use focus groups throughout Year 2 to assess our success regarding both the clinic hour expansions, transportation program, and health education strategies targeted to agricultural workers and their families.

E. List of Agency
Board of Directors
and areas of
expertise in regard
to agricultural
workers

The Stanislaus County Board of Supervisors

- District 1 - Pat Paul - (209) 525-4440
email: paulp@mail.co.stanislaus.ca.us
- District 2 - Thomas W. Mayfield - 525-6440
email: mayfiet@mail.co.stanislaus.ca.us
- District 3 - Nick W. Blom - 525-6560
email: blomnic@mail.co.stanislaus.ca.us
- District 4 - Ray Simon - 525-4445
email: simonra@mail.co.stanislaus.ca.us
- District 5 - Paul W. Caruso - 525-4470
email: carusop@mail.co.stanislaus.ca.us

Because agriculture plays such a large role in the economy and lives of Stanislaus County residents, all of the Board of Supervisors are knowledgeable about issues facing agricultural workers. Supervisors Mayfield, Blom and Caruso have direct work and life experience in agriculture.

Supervisor Blom has been a member of the Stanislaus County Board of Supervisors since 1983. He has a long and distinguished record of involvement in the agricultural community. His experience includes Past Farm Bureau Director, Past Farm Bureau District Chairman, Past Member, Liaison Committee, California Almond Growers' Exchange, Member of the Diamond Walnut Growers' Association, and Member of Tri-Valley Growers. He is also a Past-Chair of the Stanislaus County Farmland Trust Feasibility Study Committee. Mr. Blom has a strong interest in the issues of air quality and transportation. He was a moving force in the creation of the San Joaquin Valley Unified Air Pollution Control District.

Supervisor Caruso has lived in Stanislaus County for 54 years. He was raised on the Caruso Ranch located on West Hatch Road in the South Modesto area. Established since 1921, the family grew grapes and owned and operated the Caruso Winery. His memberships include Member and Past Chair of Mountain Valley Regional EMS; Member and Past Chair of STANCOG; Director and Past President of SCEDCO; Member and Past Chair of LAFCO; Chairman of the Stanislaus County General Plan Update Committee; Chairman of the San Joaquin Valley Supervisors Broadband Task Force; Member of the San Joaquin Valley Water Coalition; Member of the Stanislaus/Ceres Redevelopment Agency; and Member and Past President of the Ceres Chamber of Commerce.

Supervisor Mayfield was born in Holtville, California and raised in Imperial County, California. His family moved to Hughson, California where he graduated from Hughson High School. He worked in construction in Alaska prior to serving in the Air Force. Tom and his wife Anita live in Hughson and have three children and three grandchildren. They own and operate a farm growing walnuts and almonds and also operate a hulling business. Tom has a long and distinguished record of involvement in the Hughson community. He has been member of the Stanislaus County Farm Bureau, the Hughson Chamber of Commerce and St. Anthony's Church. He has also served ten years on the Hughson Elementary School Board. Mr. Mayfield has been a member of the Stanislaus County Board of Supervisors since January 1993. He serves on many committees and commissions. He has a strong interest in the issues of agriculture and is an ardent proponent of the family unit. As a County Supervisor, one of Tom's goals is to re-create County government.

F. Certification of tax-
exempt
governmental unit

Not-Applicable, County
Government Agency

G. Copy of most recent
IRS Form 990,
including Schedule
A

Not-applicable, County
Government Agency

H. Most recent year-end audited financial statement and the current year's budget with year-to-date financial figures

**STANISLAUS COUNTY HEALTH SERVICES
AGENCY CLINIC AND ANCILLARY
SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE
COUNTY OF STANISLAUS**

JUNE 30, 2000 AND 1999

**STANISLAUS COUNTY HEALTH SERVICES
AGENCY CLINIC AND ANCILLARY
SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE
COUNTY OF STANISLAUS**

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Bartig, Basler & Ray

A Professional Corporation

Certified Public Accountants and Management Consultants

Frank V. Trythall
Kenneth E. Pope
Brad W. Constantine
Theril H. Lund
Bruce W. Stephenson

Curtis A. Orgill

INDEPENDENT ACCOUNTANT'S REPORT

Honorable Grand Jury and Board of Supervisors
Stanislaus County Health Services Agency Clinic
and Ancillary Services Enterprise Fund,
a Component Unit of the County of Stanislaus
Modesto, California

We have audited the accompanying financial statements of Stanislaus County Health Services Agency Clinic and Ancillary Services Enterprise Fund (the Agency Services Fund), a component unit of the County of Stanislaus, as of and for the years ended June 30, 2000 and 1999. These financial statements are the responsibility of the Agency Services Fund's management. Our responsibility is to express an opinion on these financial statements based on our audit. The financial statements for the Agency Service Fund as of and for the year ended June 30, 1999 were audited by other auditors whose report dated October 20, 1999 expressed an unqualified opinion.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the Stanislaus County Health Services Agency Clinic and Ancillary Services Enterprise Fund, a component unit of the County of Stanislaus and are not intended to present fairly the financial position of the County of Stanislaus, and the results of its operations and cash flows of its proprietary fund types and nonexpendable trust funds in conformity with generally accepted accounting principles.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stanislaus County Health Services Agency Clinic and Ancillary Services Enterprise Fund, a component unit of the County of Stanislaus as of June 30, 2000 and 1999, and the results of its operations and its cash flows for the years then ended, in conformity with generally accepted accounting principles.

BARTIG, BASLER & RAY, CPAs, INC.

Bartig, Basler & Ray, CPAs, Inc.

December 23, 2000

**STANISLAUS COUNTY HEALTH SERVICES AGENCY AND
ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Balance Sheets
June 30, 2000 and 1999

| | 2000 | 1999 |
|--|---------------|---------------|
| ASSETS | | |
| Current Assets: | | |
| Cash and investments | \$ 10,103 | \$ 9,614 |
| Patient accounts receivable, net of contractual allowances | 5,003,150 | 6,712,093 |
| Inventory | 433,704 | 438,319 |
| Prepaid and other current assets | 1,736,940 | 2,902,110 |
| Due from other county funds | 849,761 | 2,023,833 |
| Total Current Assets | 8,033,658 | 12,085,969 |
| Assets Limited as to Use: | | |
| Cash and investments held by trustee under indenture agreement | 521,066 | 499,419 |
| Total Assets Limited as to Use | 521,066 | 499,419 |
| Property, plant and equipment, net | 4,545,279 | 3,360,773 |
| Deferred charges | 8,854 | 65,995 |
| Cost report settlements | 276,571 | - |
| Total Assets | \$ 13,385,428 | \$ 16,012,156 |
| LIABILITIES AND FUND EQUITY | | |
| LIABILITIES | | |
| Current Liabilities: | | |
| Accounts payable | \$ 1,151,746 | \$ 1,270,984 |
| Accrued liabilities | 429,706 | 1,197,197 |
| Salaries and benefits payable | 660,504 | 538,407 |
| Liability for compensated absences | 1,179,305 | 1,338,743 |
| Current portion of capital lease obligations | 200,949 | 17,631 |
| Current portion of long term debt | 111,607 | 105,462 |
| Interfund payable | 10,869,394 | 13,687,989 |
| Due to other county funds | 51,266 | 51,266 |
| Cost report settlements | - | 861,699 |
| Total Current Liabilities | 14,654,477 | 19,069,378 |
| Non Current Liabilities: | | |
| Note payable | 8,201,092 | - |
| Long-term debt, net of unamortized loss on bond defeasance of \$109,836 in 2000 and \$120,604 in 1999 | 2,429,066 | 1,691,605 |
| Total Non Current Liabilities | 10,630,158 | 1,691,605 |
| Total Liabilities | 25,284,635 | 20,760,983 |
| FUND EQUITY | | |
| Contributed capital | 2,994,878 | 102,758 |
| Accumulated deficit | (14,894,085) | (4,851,585) |
| Total Fund Equity | (11,899,207) | (4,748,827) |
| Total Liabilities and Fund Equity | \$ 13,385,428 | \$ 16,012,156 |

The accompanying notes are an integral part of these financial statements

**STANISLAUS COUNTY HEALTH SERVICES AGENCY AND
ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Statements of Revenues and Expenses
For the Years Ended June 30, 2000 and 1999

| | 2000 | 1999 |
|--|----------------|----------------|
| OPERATING REVENUES | | |
| Net patient service revenue | \$ 25,808,254 | \$ 24,584,692 |
| Other operating revenue | 2,824,373 | 5,149,579 |
| Total Operating Revenues | 28,632,627 | 29,734,271 |
| OPERATING EXPENSES | | |
| Professional care of patients | 23,170,424 | 20,520,116 |
| General and administrative | 6,343,186 | 6,410,698 |
| Teaching | 3,270,783 | 3,227,618 |
| Dietary | 497,948 | 612,293 |
| Household and plant operations | 946,046 | 1,480,391 |
| Depreciation and amortization | 663,053 | 684,718 |
| Malpractice insurance | 314,796 | 301,866 |
| Provision for bad debts | 1,479,077 | 4,565,940 |
| Total Operating Expenses | 36,685,313 | 37,803,640 |
| Net Operating Gain/(Loss) | (8,052,686) | (8,069,369) |
| Non-Operating Gains/(Losses): | | |
| Operating transfers out | (1,157,491) | (491,025) |
| Operating transfers in | 2,878,543 | 835,510 |
| Interest income | 37,557 | 115,121 |
| Interest expense | (835,427) | (607,716) |
| Other | (20,876) | 16,387 |
| Non-Operating Gains/(Losses), Net | 902,306 | (131,723) |
| Revenue and Gains Over/(Under) Expenses and Losses | \$ (7,150,380) | \$ (8,201,092) |

The accompanying notes are an integral part of these financial statements.

**STANISLAUS COUNTY HEALTH SERVICES AGENCY AND
ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Statements of Changes in Fund Equity (Deficit)
For the Years Ended June 30, 2000 and 1999

| | <u>Fund Equity/(Deficit)</u> | |
|---|--------------------------------|--------------------------------|
| | <u>Accumulated Deficit</u> | <u>Contributed Capital</u> |
| Balance at June 30, 1998 | \$ 2,849,507 | \$ 500,000 |
| Revenues and Gains Over/(Under) Expenses and Losses | (8,201,092) | - |
| Contributions for fixed asset acquisitions | - | 102,758 |
| Fund equity released from restrictions | <u>500,000</u> | <u>(500,000)</u> |
| Balance at June 30, 1999 | (4,851,585) | 102,758 |
| Revenues and Gains Over/(Under) Expenses and Losses | (7,150,380) | |
| Contributions for fixed assets | (2,994,878) | 2,994,878 |
| Fund equity released from restrictions | <u>102,758</u> | <u>(102,758)</u> |
| Balance at June 30, 2000 | <u>\$ (14,894,085)</u> | <u>\$ 2,994,878</u> |

The accompanying notes are an integral part of these financial statements.

**STANISLAUS COUNTY HEALTH SERVICES AGENCY AND
ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Statements of Cash Flows
For the Years Ended June 30, 2000 and 1999

| | 2000 | 1999 |
|---|----------------|----------------|
| Increase (decrease) in cash and cash equivalents: | | |
| Cash Flows from Operating Activities: | | |
| Net operating loss | \$ (8,052,686) | \$ (8,069,369) |
| Adjustments to reconcile net operating loss to net cash used in operating activities: | | |
| Depreciation and amortization expense | 663,053 | 719,877 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | 1,708,941 | 2,964,229 |
| Inventories | 4,615 | 6,283 |
| Prepays and other current assets | 1,165,171 | (432,158) |
| Due from other County funds | 1,174,072 | (924,626) |
| Payables to governmental health insurance programs | (1,138,270) | (805,972) |
| Accounts payable | (119,237) | 215,783 |
| Accrued liabilities | (804,830) | 146,001 |
| Due to other County funds | - | (52,434) |
| Net Cash Used in Operating Activities | (5,399,171) | (6,232,386) |
| Cash Flows from Non-Capital Financing Activities: | | |
| Interfund payable | (2,818,592) | 7,322,440 |
| Operating transfers out | (1,157,491) | (491,025) |
| Operating transfers in | 2,878,543 | 688,085 |
| Net Cash Provided by Non-Capital Financing Activities | (1,097,540) | 7,519,500 |
| Cash Flows from Capital Financing Activities: | | |
| Payments on capital lease obligations | (92,785) | (28,849) |
| Principal paid on long-term debt | (105,463) | (99,325) |
| Interest paid | (835,427) | (607,716) |
| Purchase of property, plant and equipment | (764,170) | (796,976) |
| Proceeds from disposals of equipment and supplies | 41,781 | 21,555 |
| Capital contributions | - | 102,758 |
| Proceeds from Note Receivable | 8,201,092 | - |
| Net Cash Used in Capital Financing Activities | 6,445,028 | (1,408,553) |
| Cash Flows from Investing Activities: | | |
| Cash released from indenture agreement | 35,493 | 30,638 |
| Interest received | 16,679 | 94,640 |
| Net Cash Provided by Investing Activities | 52,172 | 125,278 |
| Net increase (decrease) in cash and cash equivalents | 489 | 3,839 |
| Cash and cash equivalents at beginning of year | 9,614 | 5,775 |
| Cash and cash equivalents at end of year | \$ 10,103 | \$ 9,614 |

The accompanying notes are an integral part of these financial statements.

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 1: **Summary of Significant Accounting Policies**

A. Organization

Stanislaus County Health Services Agency Clinic and Ancillary Services Enterprise Fund (the "Agency Services Fund") was organized as an enterprise fund of the County of Stanislaus (the "County") July 1, 1980, pursuant to a County Board of Supervisors' Resolution.

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises. It is the intent of the County Board of Supervisors that the cost of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. Management of the Agency Services Fund establishes standard charges for all services provided by the Agency Services Fund.

The Agency Services Fund is subject to budgetary and other oversight controls by the County Board of Supervisors. To advise and assist them with their budget and oversight control responsibilities, the Board of Supervisors has established a seven member Advisory Board for the Agency Services Fund. Fiscal management of the Agency Services Fund is the responsibility of Agency Services Fund management personnel. The Agency Services Fund's cash balances are deposited with and managed by the County Treasurer.

The Agency Services Fund is a component unit of the County of Stanislaus, the primary government. The Agency Services Fund's financial statements are also included as a component of the general purpose financial statements of the County.

On October 28, 1997, the County Board of Supervisors approved closure of their inpatient treatment facility (formerly known as "Stanislaus County Medical Center") as an acute care provider, effective November 30, 1997. In connection with this closure, the County has entered into an agreement with Tenet Health Systems/Doctors Medical Center for the provision of inpatient and emergency medical services to medically indigent residents of Stanislaus County and inmates of Stanislaus correctional institutions. The County, within the Health Services Agency Clinic and Ancillary Services Enterprise Fund, continues to operate various clinics and health service centers throughout the County.

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 1: **Summary of Significant Accounting Policies** (continued)

B. Revenues

Patient service revenues are recorded based on standard charges applicable to all patients. Net patient service revenues include amounts estimated by management to be reimbursable by the Medicare and Medi-Cal programs and private insurance contracts under applicable law, regulation and program instructions. Amounts received are generally less than the established standard charges and differences are reported as deductions from gross patient service revenues (contractual allowances). Final determination of amounts earned for certain Medicare and Medi-Cal patients is subject to review by appropriate program representatives. Subsequent adjustments, if any, arising from such reviews are recorded in the year final settlement becomes known.

The Agency Services Fund provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Agency Service Fund does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Gifts, grants and bequests not restricted by donors are reported as non-operating gains, as are income from and realized gains and losses on investments and transfers from other funds of Stanislaus County.

C. Cash Equivalents

For purposes of the statements of cash flows, the Agency Services Fund considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

D. Inventories

Inventories consist primarily of pharmaceuticals and supplies and are stated at the lower of cost (first-in, first-out) or market.

E. Income Taxes

Income taxes are not recorded in the accompanying financial statements as the Agency Services Fund is a nontaxable entity.

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 1: **Summary of Significant Accounting Policies** (continued)

F. Property, Plant and Equipment

Property, plant and equipment are recorded at cost or, if donated, at fair value at the date of receipt. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Equipment under capital leases is amortized on the straight-line basis over the estimated useful life of the equipment.

Useful lives for property, plant and equipment are as follows:

| | |
|---------------------------|----------------|
| Building and improvements | 10 to 60 years |
| Equipment | 5 to 20 years |

Maintenance, repairs and replacements are charged to operations, whereas major renewals and betterments are capitalized and depreciated. Upon disposition or retirement of assets, the undepreciated cost less proceeds from sale, if any, is reflected in non-operating income and expense in the year of disposition.

G. Reclassifications

Certain amounts in the 1999 financial statements have been reclassified to conform with the 2000 presentation.

Note 2: **Cash and Investments**

Cash and investments consists of the following at June 30:

| | 2000 | 1999 |
|----------------------|------------|------------|
| Cash held by trustee | \$ 521,066 | \$ 499,419 |
| Imprest cash | 10,103 | 9,614 |
| | \$ 531,169 | \$ 509,033 |

Cash and investments of the Agency Services Fund held in the County Treasury are pooled with cash and investments of the County. The pooled investments are stated at cost, which approximates market value. The pooled investments are also categorized in the County's general purpose financial statements to give an indication of the level of risk assumed by the County.

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 2: **Cash and Investments** (continued)

Cash held by trustee consists of Series 1992 A and 1997 B Certificates of Participation funds held by the County.

Note 3: **Charity Care**

The Agency Services Fund maintains records to identify and monitor the level of charity care it provides. These records support the following two categories of uncompensated services: services related to patient care and services associated with community involvement.

| | 2000 | 1999 |
|---|--------|--------|
| Estimated equivalent percentage of charity care patients to all patients serviced | 12.42% | 12.67% |

In 2000, funding from the County for care for the indigent exceeded the gross services charges incurred to provide care to these patients. Thus, patients care services foregone and estimated costs and expenses incurred to provide uncompensated patient care are reflected as \$-- above. The estimated equivalent percentage of charity care patients to all patients serviced represents the percentage of patients to whom care was provided who do not have the ability to pay for that coverage compared with all patients served.

Note 4: **Contractual Allowances and Uncollectible Accounts**

Patient service revenue is reported net of provisions for contractual allowances in the accompanying statements of revenues and expenses. The provisions for contractual allowances for the years ended June 30, 2000 and 1999 were as follows:

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 4: **Contractual Allowances and Uncollectible Accounts** (continued)

| | 2000 | 1999 |
|---|---------------|---------------|
| Medicare contractual allowance | \$ 2,726,173 | \$ 2,698,038 |
| Medi-Cal contractual allowance | 13,064,565 | 12,697,850 |
| Contract insurance contractual allowances | 6,213,201 | 2,318,604 |
| | \$ 22,003,939 | \$ 17,714,492 |

At June 30, 2000 and 1999, allowances to reduce patient accounts receivable to estimated collectible amounts consisted of:

| | 2000 | 1999 |
|--|---------------|---------------|
| Medicare | \$ 862,962 | \$ 556,900 |
| Medi-Cal | 4,925,609 | 5,234,101 |
| Allowance for contract insurance contractual allowances and uncollectible accounts | 29,761,103 | 27,237,593 |
| | \$ 35,549,674 | \$ 33,028,594 |

Note 5: **Cost Report Settlements**

Prior to November 1997, the Medicare program provided for reimbursement based on prospectively determined rates per discharge or the cost of service provided to program patients (Note 6). The Medi-Cal program provided for reimbursement based on cost per patient day or service provided. Estimates of the amounts to be paid to third parties are included in the accompanying balance sheets. Final determination of amounts due for services to program patients is made when the cost reports are settled with respective administrative agencies, and any adjustments are made in the period such amounts are finally determined. Medicare and Medi-Cal cost reports have been audited by their respective agencies through June 30, 1998.

The following summaries the estimated cost report settlement receivables/(liabilities) as of June 30, 2000 and 1999:

| | 2000 | 1999 |
|---------------------------------------|------------|--------------|
| Medicare program | \$ 276,571 | \$ (861,699) |
| Estimated Net Cost Report Settlements | \$ 276,571 | \$ (861,699) |

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 6: **Third Party Reimbursements**

The Agency Services Fund provides clinical and ancillary outpatient services to Medicare and Medi-Cal patients under separate contractual agreements with each program. Reimbursements for these services are based on a fee-for-service methodology utilizing prospectively determined fee schedules with both programs.

Reimbursement for Medicare outpatient services were previously determined on a cost-related basis until closure of the inpatient facility and subsequent re-licensure in November 1997.

Note 7: **Related Party Transactions**

Medically Indigent Patient Care – The County is responsible for medically indigent patient care under California Assembly Bill 799 and has established rates at which it pays the Agency Services Fund for related services. The Agency Services Fund received approximately \$7.3 million and \$7.5 million from the County in 2000 and 1999, respectively, for medically indigent patient care provided.

Due from Other County Funds – The Agency Services Fund provides services for various County departments which are billed at standard patient services rates.

Advances Due from and Due to Other County Funds – the Agency Services Fund has received operating and capital acquisition loans from the County. Interest paid to the County was \$700,843 and \$533,489 in 2000 and 1999, respectively.

Administrative Services – The County provides certain administrative services to the Agency Services Fund. General and administrative expense in the accompanying financial statements includes an allocation from the County for the cost of providing these services in the amount of \$3,063,200 and \$2,221,224 in 2000 and 1999, respectively.

Other Operating Revenue – Other operating revenue includes revenues related to services provided to the Stanislaus County Mental Health Department totaling \$28,851 and \$30,181 in 2000 and 1999, respectively.

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 8: **Property, Plant and Equipment**

Property, plant and equipment consists of the following at June 30:

| | 2000 | 1999 |
|--|---------------|---------------|
| Building and improvements | \$ 11,595,992 | \$ 11,660,295 |
| Equipment | 11,198,567 | 10,121,334 |
| Information system | 3,011,103 | 2,817,656 |
| | 25,805,662 | 24,599,285 |
| Less: accumulated depreciation and amortization | (21,260,383) | (21,238,512) |
| | \$ 4,545,279 | \$ 3,360,773 |

Note 9: **Leases**

The Agency Services Fund leases certain equipment under capital leases. Future minimum lease payments at June 30, 2000 are:

| <u>Year Ending</u> <u>June 30,</u> | |
|---------------------------------------|--------------|
| 2001 | \$ 200,949 |
| 2002 | 214,281 |
| 2003 | 229,537 |
| 2004 | 245,879 |
| 2005 | 148,572 |
| Thereafter | -- |
| | \$ 1,039,218 |
| Current portion | \$ 200,949 |
| Long-term portion | 838,269 |
| | \$ 1,039,218 |

Rental expense was \$577,972 and \$541,531 in 2000 and 1999, respectively. Equipment under capital leases had a cost of approximately \$1,114,372 and \$135,000 at June 30, 2000 and 1999 respectively and accumulated depreciation of approximately \$40,246 and \$100,000 at June 30, 2000 and 1999, respectively.

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 9: Leases (continued)

The Agency Services Fund also leases various real estate for clinic use under operating leases. The site leases have lease terms ranging from 2 to 15 years which expire through 2014. Minimum commitments for noncancellable leases in effect at June 30, 2000 were:

| <u>Year Ending</u> <u>June 30,</u> | |
|---------------------------------------|---------------------|
| 2001 | \$ 334,784 |
| 2002 | 258,478 |
| 2003 | 262,148 |
| 2004 | 265,890 |
| 2005 | 268,284 |
| Thereafter | <u>827,944</u> |
| | <u>\$ 2,217,528</u> |

Note 10: Accrued Liabilities

Accrued liabilities in the accompanying financial statements include \$1,179,305 and \$1,047,370 of accrued compensated absences at June 30, 2000 and 1999, respectively.

Note 11: Long-Term Debt

On June 11, 1992, the County, through the Stanislaus County Capital Improvements Financing Authority, issued \$11,120,000 of Certificates of Participation (1992 Series A COP) at a weighted average interest rate of 6.16%. \$2,337,241 of the proceeds was used by the Agency Services Fund to acquire the Medical Arts Building. On December 16, 1997, the County, through the Stanislaus County Capital Improvements Financing Authority, issued \$10,630,000 of Certificates of Participation (1997 COP) at a weighted average interest rate of 4.43%. \$4,990,000 of the proceeds were used to advance refund a portion of the 1992 Series A COP. \$1,524,944 of the refunding amount was allocated to refund the Agency Services Fund's portion of the 1992 Series A COP. The Agency Services Fund is obligated to make annual principal payments and semi-annual interest payments in the 1997 COP at certificate rates between 3.75% and 5.00% through June 1, 2012. Following the partial advance refunding, the Agency Services Fund had a remaining obligation on the 1992 Series A COP of \$577,584. The Agency Services Fund is obligated to make annual principal payments and semi-annual interest payments on the 1992 Series A COP at certificate rates between 5.90% and 6.70% through June 1, 2003. In conjunction with the partial defeasance of the 1992 Series A COP, the Agency Services Fund has deferred a loss on bond defeasance of \$164,460, which will be

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 11: **Long-Term Debt** (continued)

amortized over the remaining life of the 1992 Series A COP. The unamortized loss on bond defeasance was \$19,836 and \$120,604 at June 30, 2000 and 1999, respectively. The aggregate maturities under the repayment schedules for both COP's are as follows:

| <u>Year Ending</u> <u>June 30,</u> | | |
|---------------------------------------|----|---------------------|
| 2001 | \$ | 111,544 |
| 2002 | | 119,184 |
| 2003 | | 126,824 |
| 2004 | | 134,464 |
| 2005 | | 142,104 |
| Thereafter | | <u>1,178,120</u> |
| | | <u>\$ 1,812,240</u> |
| Current portion | \$ | 111,607 |
| Long-term portion | | <u>1,700,633</u> |
| | | <u>\$ 1,812,240</u> |

Note 12: **Malpractice Insurance Coverage and Claims**

As an enterprise fund of the County, the Agency Services Fund participates in the County's risk management program for medical malpractice insurance coverage which became effective January 1, 1989. Under the risk management program, the Agency Services Fund is insured by the County for up to \$100,000 per claim. The Agency Services Fund is then covered for any excess amounts up to \$5,000,000 per claim by insurance policies. The County charges the Agency Services Fund for the estimated cost of current claims and reserve for claims incurred but not reported. Total malpractice insurance charges for the Agency Services Fund were \$314,796 and \$301,866 for 2000 and 1999, respectively.

Note 13: **Retirement Plan**

The County is a major participant in the Stanislaus County Employees' Retirement Association (SCERA), a retirement system organized under the 1937 Retirement Act. SCERA is a cost-sharing multiple-employer Public Employee Retirement System (PERS). SCERA provides retirement and disability benefits, annual cost-of-living adjustments, death benefits and combined medical/dental insurance of certain retirees and their dependents. The plan is administered by the Stanislaus County Employees' Retirement Association. One actuarial valuation is performed for the system as a whole and the same

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 13: **Retirement Plan** (continued)

contribution rate applies to each participating entity. The participating entities are the County, City of Ceres, and five special districts located in the County that are not governed by the County's Board of Supervisors. SCERA issues a publicly available financial report that includes financial statements and required supplementary information for SCERA. The financial report may be obtained by writing to Stanislaus County Employees' Retirement Association, Post Office Box 859, Modesto, CA 95353-0859 or by calling (209) 525-6393.

The financial statements of SCERA are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

Plan investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. All other securities are valued at the last reported sales price at current exchange rates. No investment in any one type represents 5% or more of the net assets available for pension benefits.

The SCERA has three tiers of retirement plan options. Benefits in the system vest after five years of credited service for Tier 1 and Tier 2 employees and after ten years for Tier 3 employees. Vested Tier 1 and Tier 2 General Members may retire at age fifty or older with ten or more years of qualifying service or at any age with thirty or more years of qualifying services. Vested Tier 1 and Tier 2 Safety Members may retire at age fifty or older with ten years of qualifying service or any age with twenty or more years of service. Vested Tier 3 employees may retire at age fifty-five with ten or more years of qualifying service. Members who retire are entitled to an annual retirement benefit payable monthly for life, equal to the number of years of credited service times final average salary times a statutory age factor. Final average salary is the average monthly salary based on the highest twelve consecutive months of earnings for Tier 1 employees, or the average of the highest thirty-six consecutive months of earnings for Tier 2 and Tier 3 employees.

The retirement benefit for Tier 1 and Tier 2 employees is subject to a post-retirement cost-of-living (COL) adjustment based upon the Consumer Price Index. COL increases/decreases are limited to a maximum of 3% annually. Total COL decrease(s) cannot exceed the cumulative amount of previous COL increase(s). Tiers 1 and 2 provide death and disability benefits.

**STANISLAUS COUNTY HEALTH SERVICE AGENCY CLINIC
AND ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Notes to Financial Statements
June 30, 2000 and 1999

Note 13: Retirement Plan (continued)

Tier 1 and Tier 2 covered employees are required by statute to contribute to the pension plan. Members' contribution rates are formulated on the basis of the age at date of entry and the actuarially-calculated future benefits. The County is required by statute to contribute the remaining amounts necessary to finance the estimated benefits accrued to its members. Benefits and contribution provisions are established by state law subject to amendment only by a legislative act of the State of California. Alternative benefit and contribution schedules are permissive with approval of the Board of Supervisors.

The Agency Service Fund's contribution to SCERA for the years ending June 30, 1998, 1999, and 2000 were \$1,220,433, \$1,126,358 and \$960,634, respectively. The County's contribution to SCERA for the years ending June 30, 1998, 1999 and 2000 were \$7,438,176, \$5,320,323 and \$4,754,188, respectively, equal to the required contributions for each year.

Note 14: Other Operating Revenue

Other operating revenue consists of:

| | 2000 | 1999 |
|----------------------|--------------|--------------|
| Grant revenue | \$ 143,491 | \$ 276,028 |
| Cafeteria | 326,609 | 323,984 |
| Mental health | 28,851 | 30,181 |
| Miscellaneous | 2,177,156 | 4,384,386 |
| Indigent health care | 148,266 | 128,000 |
| EMS | -- | 7,000 |
| | \$ 2,824,373 | \$ 5,149,579 |

Note 15: Commitments and Contingencies

The Agency Services Fund is currently in dispute with Medi-Cal related to Medi-Cal's denial of reimbursement for charges to use the examining or treatment rooms at the Agency Service Fund's various clinics. Management believes Medi-Cal's denial of the claims is the result of the certification of the clinics by the California Department of Health Services as community clinics rather than the licensure of those clinics as surgical clinics. The denied reimbursement is being appealed by the Agency Services Fund. Management believes Medi-Cal's denial of these charges is inappropriate and that these charges will eventually be reimbursed at their allowable rates. Net accounts receivable in the financial statements includes denied treatment room charges of approximately \$3,756,557 at June 30, 2000. While management believes these amounts will be fully reimbursed, it is possible that they will not be reimbursed or that settlement amounts will be at less than the recorded rate.

SUPPLEMENTARY INFORMATION

Bartig, Basler & Ray

A Professional Corporation

Certified Public Accountants and Management Consultants

Frank V. Trythall
Kenneth E. Pope
Brad W. Constantine
Theril H. Lund
Bruce W. Stephenson

Curtis A. Orgill

INDEPENDENT ACCOUNTANT'S REPORT ON SUPPLEMENTARY INFORMATION

Honorable Grand Jury and Board of Supervisors
Stanislaus County Health Services Agency Clinic
and Ancillary Services Enterprise Fund,
a Component Unit of the County of Stanislaus
Modesto, California

Our audits were conducted for the purpose of forming an opinion on the basic financial statements taken as a whole of Stanislaus County Health Services Agency Clinic and Ancillary Services Enterprise Fund (the Agency Services Fund), a component unit of the County of Stanislaus, as of and for the years ended June 30, 2000 and 1999, which are presented in the preceding section of this report. The supplementary information included in Schedules 1 through 3 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audits of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

BARTIG, BASLER & RAY, CPAs, INC.

Bartig, Basler & Ray, CPAs, Inc.

December 23, 2000

**STANISLAUS COUNTY HEALTH SERVICES AGENCY CLINIC AND
ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Gross Patient Service Revenues
For the Years Ended June 30, 2000 and 1999

| | 2000 | | | 1999 | | |
|----------------------------|-------------|----------------------|----------------------|-------------|----------------------|----------------------|
| | Inpatient | Outpatient | Total | Inpatient | Outpatient | Total |
| Clinics | - | \$ 21,263,971 | \$ 21,263,971 | \$ - | \$ 18,538,679 | \$ 18,538,679 |
| Laboratory | - | 5,882,871 | 5,882,871 | - | 6,846,783 | 6,846,783 |
| Pharmacy | - | 8,186,288 | 8,186,288 | - | 6,674,904 | 6,674,904 |
| Medical/surgical | - | 3,122,351 | 3,122,351 | - | 1,397,480 | 1,397,480 |
| Emergency room/urgent care | - | 2,400,228 | 2,400,228 | - | 3,102,773 | 3,102,773 |
| Operating room | - | 361,116 | 361,116 | - | 371,023 | 371,023 |
| Radiology | - | 4,215,452 | 4,215,452 | - | 3,842,710 | 3,842,710 |
| Central service | - | 29,368 | 29,368 | - | 557,325 | 557,325 |
| Respiratory therapy | - | - | - | - | 14,548 | 14,548 |
| Intensive care | - | (109) | (109) | - | - | - |
| Anesthesiology | - | - | - | - | - | - |
| Cardiology | - | 117,232 | 117,232 | - | 105,832 | 105,832 |
| Physical therapy | - | 1,081,803 | 1,081,803 | - | 854,959 | 854,959 |
| | <u>\$ -</u> | <u>\$ 46,660,571</u> | <u>\$ 46,660,571</u> | <u>\$ -</u> | <u>\$ 42,307,016</u> | <u>\$ 42,307,016</u> |

**STANISLAUS COUNTY HEALTH SERVICES AGENCY CLINIC AND
ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

Professional Care of Patient's Expenses
For the Years Ended June 30, 2000 and 1999

| | 2000 | | | 1999 | | |
|----------------------------|---------------------|----------------------|----------------------|---------------------|----------------------|----------------------|
| | Salaries | Other | Total | Salaries | Other | Total |
| Clinics | \$ 6,571,489 | \$ 5,803,219 | \$ 12,374,708 | \$ 6,236,293 | \$ 4,711,766 | \$ 10,948,059 |
| Laboratory | 881,735 | 1,119,076 | 2,000,811 | 928,605 | 1,162,847 | 2,091,452 |
| Pharmacy | 710,446 | 4,568,459 | 5,278,905 | 681,276 | 3,694,424 | 4,375,700 |
| Medical/surgical | 624 | 63 | 687 | 7,895 | 1,245 | 9,140 |
| Emergency room/urgent care | 414,524 | 1,585,477 | 2,000,001 | 415,831 | 1,227,057 | 1,642,888 |
| Operating room | 41,995 | 35,362 | 77,357 | 37,627 | 33,725 | 71,352 |
| Radiology | 388,959 | 499,328 | 888,287 | 373,107 | 540,190 | 913,297 |
| Central service | 293 | 10,741 | 11,034 | - | (21,014) | (21,014) |
| Respiratory therapy | - | - | - | - | - | - |
| Intensive care | (70) | (119) | (189) | 3,516 | 594 | (189) |
| Anesthesiology | - | - | - | - | - | - |
| Cardiology | 3,421 | 58,936 | 62,357 | 2,192 | 55,414 | 57,606 |
| Physical therapy | 375,227 | 101,239 | 476,466 | 346,781 | 80,745 | 427,526 |
| | <u>\$ 9,388,643</u> | <u>\$ 13,781,781</u> | <u>\$ 23,170,424</u> | <u>\$ 9,033,123</u> | <u>\$ 11,486,993</u> | <u>\$ 20,520,116</u> |

**STANISLAUS COUNTY HEALTH SERVICES AGENCY CLINIC AND
ANCILLARY SERVICES ENTERPRISE FUND,
A COMPONENT UNIT OF THE COUNTY OF STANISLAUS**

General and Administrative Expenses
For the Years Ended June 30, 2000 and 1999

| | <u>2000</u> | <u>1999</u> |
|-----------------------------|---------------------|---------------------|
| General accounting | \$ 1,908,997 | \$ 1,706,194 |
| Patient accounting | 1,693,058 | 1,229,590 |
| Medical records | 260,244 | 905,890 |
| Nursing administration | 211,384 | 196,831 |
| Admitting | 277,984 | 250,409 |
| Data processing | 801,571 | 771,480 |
| Administration | 3,149 | 42,337 |
| Communications | 436,994 | 581,966 |
| Patient finance council | 352,444 | 349,978 |
| Security | 117,761 | 112,540 |
| Health education | 105,505 | 124,169 |
| Purchasing | 174,333 | 130,923 |
| Quality resource management | - | 1,000 |
| Marketing | - | 7,230 |
| In-service administration | - | - |
| Medical library | - | 161 |
| | <u>\$ 6,343,424</u> | <u>\$ 6,410,698</u> |