

AGREEMENT FOR SERVICES #806-PHD1208

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and CaliforniaKids Healthcare Foundation, a California Nonprofit Public Benefit Corporation, qualified as a tax exempt organization under Section 502 (c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 5200 Lankershim Blvd, Suite 360, N. Hollywood, CA 91601, and whose Agent for Service of Process is *Sundra Chavez, 5200 Lankershim Blvd, Suite 360, N. Hollywood, CA 91601*, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, in March, 2003, the Board of Supervisors approved the Health Alliance Strategic Planning Report which included 3 Action Plan Areas regarding improving access to health care services, especially for children; and

WHEREAS, a major goal stated in Action Area 1 was that of assuring that every El Dorado County child has affordable access to health care.; and

WHEREAS, County has identified a qualified contractor to coordinate and implement a children's health care program that provides access to preventive and primary outpatient health care services for the children who meet the requirements for this new program; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

Article I. Scope of Services:

Section 1.01 Contractor agrees, by September 20, 2008, to coordinate, implement, and assume operational responsibility for a children's health care program that provides coverage for preventive and primary outpatient health care services, a medical advice line, dental, vision, and behavioral health coverage for qualifying El Dorado County low income families per Exhibit C, and as described below:

- (a) These services will be offered to children 2 through 18 years of age not eligible for Medi-Cal or Healthy Families up to 300% of Federal Poverty Level. Children must not be married, must reside full-time with their applying parents(s) or guardian(s), and if school age, must be attending school. An "enrolled child" shall be an applicant who has been determined by Contractor to be eligible for the program, and who has been enrolled in the program provided by Contractor hereunder.
- (b) Contractor will subcontract with the following "contracting organizations" to provide health care program services:
 - (i) Blue Cross of California for preventive, primary outpatient, prescription drug coverage
 - (ii) Safeguard for dental and vision coverage
 - (iii) Holman Group for behavior health coverage
 - (iv) McKesson for nurse advice line
- (c) Contractor will provide advance notification of no less than three months should any of the contracting organizations change or the benefit coverage be altered.
- (d) Contractor will train County-designated staff to assist with enrollment application; Contractor is responsible for application review.
- (e) County will pay the difference between the enrolled child's premium and Contractor's total charge for the family's coverage
- (f) If an enrolled child's premium payment is delinquent by 30 days, Contractor agrees to notify County by the 15th of the following month so that retention issues can be explored and addressed. Should an enrolled child have two months with no premium payment made, the enrolled child will be disenrolled. County will be responsible for the County's portion of the enrolled child's two months missed premium.
- (g) Premium invoicing, tracking and monitoring will be managed by Contractor.
- (h) Contractor will invoice County quarterly for children enrolled in the program for the previous three months of coverage showing total premium collected and amount due from County.
- (i) Contractor will provide monthly to County a comprehensive list of children currently enrolled to include the following demographic data: age breakdown (2-5, 6-12, 13-18), gender, and location by zip code. The report will also include a list of children disenrolled.
- (j) Contractor will provide County with other reports as agreed/negotiated with County staff.

- (k) Contractor will ensure health care benefits are active no later than six weeks after receipt of the completed enrollment form.
- (l) County will assume responsibility for assignment of an "enrolled child" to a primary care provider.
- (m) Contractor will assure that Blue Cross sends to each participating medical group/provider, monthly eligibility lists and payment.
- (n) Contractor is responsible for assuring identification cards are sent to members.
- (o) Contractor and County will work collaboratively regarding public relations activities.
- (p) Contractor will provide current and accurate marketing and enrollment materials. Contractor will work with County to co-brand materials as mutually agreed.
- (q) Contractor will work with County and the program subcontractors to ensure optimum safety net provider network coverage countywide and on an ongoing basis.
- (r) Contractor and County will provide up to 500 eligible children with health care program coverage.

Article I. Term

This Agreement shall become effective September 20, 2008 and shall expire June 30, 2009. This Agreement may be extended for up to two additional twelve (12) month periods, July 1 through June 30, upon written agreement by the parties a minimum of 30 days in advance of this Agreement's expiration.

Article II. Compensation for Services

Contractor's current base charge per "enrolled child" per month is \$60.59. The "enrolled child" will be responsible for a premium payment equivalent to the Healthy Families Program premium payment of \$15 per month per child depending on the number of children in the family. County will pay the difference between the Healthy Families program premium and Contractor's \$60.59 monthly charge. The base charge per "enrolled child" per month may fluctuate over the one-year term; however, in no instance shall it increase more than a total of 10% from the base rate given herein over the term of this Agreement.

For services provided herein, County agrees to pay Contractor quarterly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Contractor will invoice County on a quarterly basis for the previous three months of coverage for children enrolled in the program and provide detail/backup as required by County. Such detail may include listings with family name, account number, number of children enrolled by family, gross amount for coverage, less family premium, missed premium payments for disenrolled families, net payment due from County by family, and total amount due from County for all children's health coverage during the quarter.

Payment for services provided by this Agreement shall not exceed \$40,000.00 per fiscal year.

Article III. Changes to Agreement

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article IV. Contractor to County

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

Article V. Assignment and Delegation

Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

Article VI. Independent Contractor/Liability:

Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

Article VII. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt

a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Article VIII. Default, Termination, and Cancellation

Section 8.01 Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

Section 8.02 Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

Section 8.03 Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 8.04 Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services,

which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article IX. Notice to Parties:

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, with postage prepaid. Notices to County shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

**CALIFORNIAKIDS HEALTHCARE FOUNDATION
5200 LANKERSHIM BOULEVARD, SUITE 360
NORTH HOLLYWOOD, CA 91601
ATTN: MICHAEL KOCH**

or to such other location as the Contractor directs.

Article X. Indemnity

The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XI. Insurance

Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

Section 11.01 Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

Section 11.02 Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

Section 11.03 Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.

Section 11.04 In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

Section 11.05 Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

Section 11.06 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 11.07 Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 11.08 The certificate of insurance must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- (c) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the

- Contractor's insurance and shall not contribute with it.
- (d) Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - (e) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
 - (f) The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - (g) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
 - (h) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - (i) Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

Article XII. Interest of Public Official

No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XIII. Interest of Contractor

Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

Article XIV. Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such

employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XV. California Residency (Form 590)

All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XVI. Taxpayer Identification Number (Form W-9)

All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XVII. County Business License

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XVIII. HIPAA

Under this Agreement, Contractor will provide services to County and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Exhibit A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

Article XIX. Non-Discrimination:

Contractor shall comply with the non-discrimination requirements described in Exhibit B, attached hereto and incorporated herein.

Article XX. Administrator

The County Officer or employee with responsibility for administering this Agreement is Sharon Elliott, Acting Assistant Director, Health Services Department – Public Health Division, or successor.

Article XXI. Authorized Signatures

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Article XXII. Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article XXIII. Venue

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

Article XXIV. Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

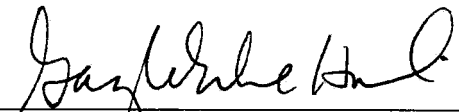
By: 
Neda West, Director
Health Services Department – Public Health Division

Dated: 2-25-09

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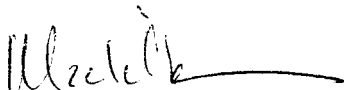
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

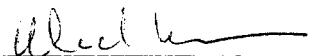
By: 
Gayle Erbe Hamlin, Purchasing Agent
Chief Administrative Office
"County"

Dated: 3/23/09

--CONTRACTOR--

By: 
Michael Koch, Executive Director
CaliforniaKids Healthcare Foundation
"Contractor"

Dated: 2/6/09

By: 
Corporate Secretary
Board Member

Dated: 2/6/09

EXHIBIT A
HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement supplements and is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor have entered into the Underlying Agreement pursuant to which Contractor will provide services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI shall be in compliance with the Privacy Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI.
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County.

- (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:
 - (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law,

or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
 - A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
 - D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
 - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an

Individual for an accounting of disclosures of PHI.

- (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
 - F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
 - G. Not make any disclosure of PHI that County would be prohibited from making.
5. Obligations of County.
- A. County agrees that it will make its best effort to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will make its best effort to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will make its best effort to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
 - D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business

Associate Agreement and/or the Underlying Agreement.

6. Term and Termination. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.
7. HIPAA Business Associate Indemnity.

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code

Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule and HIPAA generally.


EXHIBIT B
AGREEMENT #806-PHD1208

NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES

1. Contractor certifies under the laws of the State of California that the Contractor shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability. Contractor shall make its program accessible to persons with disabilities. Contractor shall operate in accordance with State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 94); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
2. For the purpose of this Agreement, discrimination on the basis of race, color, creed, national origin, sex, age, or physical or mental disability includes, but is not limited to, the following: denying a participant any service or access to service, or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.
3. Complaint Process – Contractor shall furnish all clients with written notice of their right to file complaints alleging discrimination in the delivery of services. This notice shall inform clients that:
 - a. Complaints may be filed with the County Administrator or the U.S. Department of health and Human Services, Office of Civil Rights.
 - b. In those cases where the client's complaint is filed initially with the Office of Civil Rights (Office), the Office may proceed to investigate the complaint, or the Office may request that the County Administrator conduct the investigation.
 - c. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged discrimination and, if not satisfied

with the decision, may file an appeal with the Office.

4. Accessibility – If the Contractor employs more than 15 staff members, it must:
 - a. Maintain an internal complaint resolution procedure that includes due process standards and provides for the prompt and equitable resolution of complaints alleging any action or omission that transgresses federal or state accessibility laws or regulations.
 - b. Designate at least one employee as the person responsible for:
 - i. Implementing an internal accessibility program to ensure persons with disabilities have access to the Contractor's facility; and
 - ii. Receiving and resolving complaints that allege violation of federal or state accessibility laws or regulations.
5. Retaliation – Neither Contractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or State laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or State law.


SafeGuard SCHEDULE OF BENEFITS
VISION PLAN

CK115D1010

This vision plan includes in and out-of-network benefits and those benefits are listed below. You can visit a network provider and receive a comprehensive exam, standard lenses and a wide selection of frames for low co-payments. If you choose to see an out-of-network provider, you will be reimbursed for services as indicated in the "Out-of-Network Coverage" section of this Schedule. When you enroll, you will receive an ID card and Certificate of Insurance. Please refer to your Certificate for details on the processes and administration of your coverage.

Frequency (months)	Exam	Lens	Frames	Contacts
	12	12	24	12
	In-Network Coverage (Using a Network Provider)		Out-of-Network Coverage (Using a Non-Network Provider)	
Basic Coverage	Exam Co-payment \$10 Material Co-payment \$10 The co-payment covers all of the following at 100%: Comprehensive Exam, Standard Lenses, Selected Frames <ul style="list-style-type: none"> • Single Vision • Bifocal (FT-25, FT-28, Round) • Trifocal (7 x 25, 7 x 28) 		Exam Reimbursement \$45 If you visit a non-network provider, you will be responsible for the provider's usual charge. Upon receipt of your claim, you will be reimbursed the amount noted above.	
Lens Allowance	If you wish to purchase lenses not covered at 100%, you will be responsible for the difference between the provider's usual charge and the credit described below less a 20% discount: <ul style="list-style-type: none"> • Single Vision \$52 per pair • Bifocal \$63 per pair • Trifocal \$75 per pair 		You will be responsible for the provider's usual charge for lenses. Upon receipt of your claim, you will be reimbursed the amount noted below. <ul style="list-style-type: none"> • Single Vision \$45 per pair • Bifocal \$60 per pair • Trifocal \$70 per pair 	
Frame Allowance	\$115 Retail Credit If you wish to purchase a frame not fully covered by the plan, you will be responsible for the difference between the retail price and the frame credit listed above less a 20% discount.		\$65 Reimbursement You will be responsible for the provider's usual charge for frames. Upon receipt of your claim, you will be reimbursed the amount noted above.	
Contact Lens Allowance	Non-Medically Necessary Credit \$105 Medically Necessary Credit \$500 If you wish to purchase contact lenses rather than frames and lenses, you will be responsible for the difference between the provider's usual charge and the credit listed above, less a 20% discount (discount does not apply to disposable lenses).		Non-Medically Necessary Reimbursement \$105 Medically Necessary Reimbursement \$250 You will be responsible for the provider's usual charge for contact lenses. Upon receipt of your claim, you will be reimbursed the amount noted above.	

All programs are underwritten by Safeco Life Insurance Company

Procedure Code	Description	In Network†	Out-of-Network†
		None	\$500
Calendar Year Maximum		None	\$50
Calendar Year Deductible		None	\$50
		Amount \$ "You Pay"	Co-Insurance % "You Pay"
D0120	Preventive exam	\$0	0%
D0140	Comprehensive evaluation (prevention) for adult	\$0	0%
D0150	Comprehensive evaluation (prevention)	\$0	0%
D0210	Intraoral - complete series including bitewings	\$0	50%
D0220	Intraoral - periapical - first film	\$0	50%
D0230	Intraoral - periapical - each additional film	\$0	50%
D0270	Bitewing bitewing - single film	\$0	50%
D0272	Bitewing bitewing - two films	\$0	50%
D0274	Bitewing bitewing - four films	\$0	50%
D0330	Panoramic film	\$0	50%
D1110	Prophylaxis (cleaning) - adult	\$0	50%
D1120	Prophylaxis (cleaning) - child	\$0	50%
D1201	Topical application of fluoride including cleaning - child	\$0	50%
D1310	Dietary planning nutritional counseling	\$0	50%
D1330	Oral hygiene instruction	\$0	50%
D1351	Sealant - per tooth	\$0	50%
D2140	Filling (silver) one surface - primary or permanent	\$0	50%
D2150	Filling (silver) two surfaces, primary or permanent	\$0	50%
D2160	Filling (silver) three surfaces, primary or permanent	\$0	50%
D2161	Filling (silver) four surfaces, primary or permanent	\$0	50%
D2330	Filling (white) anterior, one surface	\$0	50%
D2331	Filling (white) anterior, two surfaces	\$0	50%
D2332	Filling (white) anterior, three surfaces	\$0	50%
D2335	Filling (white) anterior, four or more surfaces with incisal angle	\$0	50%
D2930	Stainless steel crown, primary tooth	\$0	50%
D2931	Stainless steel crown, permanent tooth	\$0	50%
D3230	Pulpal therapy - resorbable filling - primary anterior tooth*	\$5	50%
D3240	Pulpal therapy - resorbable filling - permanent posterior tooth*	\$5	50%
D7140	Extraction, erupted tooth or exposed root	\$0	50%
D9110	Palliative (emergency) treatment of dental pain	\$0	50%
D9491	Office visit fee - per visit	\$0	0%

*Including Final Restoration Current Dental Terminology © American Dental Association

Your Costs:

†If you receive the most benefit from this plan when your dental services are provided by an in-network dentist. If you receive care from a BlueHealth contracted dentist, you will be responsible for the co-payment listed in the "In-Network" column of this Summary of Benefits.

†† If you choose to receive care from a non-contracted dentist, you will be responsible for 50% of that dentist's usual and customary fee for the listed procedure. BlueHealth will pay the other 50%, up to the maximum allowable amount ("MAA") for each covered procedure. The MAA is determined by BlueHealth based on negotiated rates with dentists who have contracted with BlueHealth. For example, the maximum allowable amount is \$100 and your dentist charges \$120, BlueHealth will pay 50% or \$50, and you will be responsible for \$70. This is called "Balance Billing".

Limitations:

- Initial Routine Oral Exam 2 per calendar year
- Teeth Bleaching 1 per calendar year
- Bitewing Series 1 per calendar year
- Fluoride Treatment 1 per calendar year
- Implants 1 per 12 months (children 17 years and under on permanent implants only)

Additional conditions and limitations are listed on the following page.
 Determined by BlueHealth of Wisconsin Company

MEDICAL CARE THAT IS COVERED

Subject to the co-payments in the SUMMARY OF BENEFITS, the requirements set forth under HOW TO OBTAIN CARE and the exclusions or limitations listed under YOUR OUTPATIENT MEDICAL BENEFITS: MEDICAL CARE THAT IS NOT COVERED, we will provide benefits for the following services and supplies:

Outpatient Hospital Services. The following outpatient services and supplies provided by a *hospital*:

1. *Emergency* room use; supplies and ancillary services.
2. Care received when outpatient surgery is performed. Covered services are operating room use, supplies and ancillary services.
3. Drugs and medicines approved for general use by the Food and Drug Administration, which are supplied by the *hospital*.

Professional Services

1. Services of a *physician*, limited to one visit per day, including:
 - a. Office visits for a covered illness, injury or condition;
 - b. Visits to the *member's* home within the *medical group* area, by a *primary care physician*, at that *physician's* discretion.
2. Services of an anesthesiologist (M.D.) or anesthetist (C.R.N.A.).

Outpatient Surgery. Outpatient surgery, including reconstructive surgery to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or creating a normal appearance.

Ambulance. The following ambulance services:

1. Base charge, mileage and non-reusable supplies of a licensed ambulance company for ground service to transport you to and from a *hospital*.
2. Emergency services or transportation services provided by a licensed ambulance company for ground service that is provided to you as a result of a "911" emergency response system* request for assistance if you have an emergency medical condition requiring ambulance transport.

3. Base charge, mileage and non-reusable supplies of a licensed air ambulance company to transport you from the area where you are first disabled to the nearest *hospital* where appropriate treatment is provided if, and only if, such services are *medically necessary* and ground ambulance service is inadequate.

4. Monitoring, electrocardiograms (EKGs; ECGs), cardiac defibrillation, cardiopulmonary resuscitation (CPR) and administration of oxygen and intravenous (IV) solutions in connection with ambulance services. An appropriately licensed person must render the services.

* If you have an emergency medical condition that requires ambulance transport services, please call the "911" emergency response system if you are in an area where the system is established and operating.

Diagnostic Services. Outpatient diagnostic radiology and laboratory services.

Blood. Blood transfusions, including blood processing and the cost of unreplaced blood and blood products. Charges for the collection, processing and storage of self-donated blood are covered, but only when specifically collected for a planned and covered outpatient surgical procedure.

Routine Examinations

1. *Physician's* examinations, including complete physical examinations and check-ups, when ordered by your *primary care physician*.
2. Hearing examinations.

Vision Examinations. Vision screening for determining *member's* necessity of a vision examination. Evaluation with initiation of diagnostic and treatment programs and refractions if authorized by the *primary care physician*.

Immunizations. Immunizations, when prescribed by your *primary care physician*: (1) for children, in accordance with the recommendations of the American Academy of Pediatricians; and (2) for adults, as recommended by the U.S. Public Health Services.

Allergy. Allergy testing (including sera) and *physician's* services.

Health Education. Selected health education programs when provided by your *primary care physician* or your *medical group*.

Outpatient Rehabilitative Care. Professional services provided for any type of rehabilitative care such as physical therapy, occupational therapy or speech therapy, up to 15 visits per *calendar year* for each illness or injury beginning with the first treatment for that illness or injury. Your *primary care physician* makes the decision as to when each new illness or injury began. (Rehabilitative services may be administered either concurrently or consecutively.)

MEDICAL CARE THAT IS NOT COVERED

No benefits are provided for or in connection with any of the items below. (The titles given to these exclusions and limitations are for ease of reference only; they are not meant to be an integral part of the exclusions and limitations and do not modify their meaning.)

Unauthorized Services. Any services not authorized by your *primary care physician* or *medical group*.

Inpatient Care. Any inpatient stay and related services, inpatient services and/or supplies.

Not Medically Necessary. Services or supplies that are not *medically necessary*, as defined.

Experimental or Investigative. Any *experimental* or *investigative* procedure or medication.

Self-Inflicted. Illness or injury that is self-inflicted.

Crime or Nuclear Energy. Conditions that result from: (1) your commission of or attempt to commit a felony; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for treatment of illness or injury arising from such release of nuclear energy.

Not Covered. Services received before your *effective date*. Services received after your coverage ends, except as specifically stated under EXTENSION OF BENEFITS.

Services Provided by Non-Participating Providers. Any services provided by a *non-participating provider*, except for referral, *emergency services*, and *urgent care* as specifically stated in HOW TO OBTAIN CARE: REFERRAL CARE, EMERGENCY CARE, URGENT CARE, and AWAY FROM HOME CARE.

Excess Amounts. Any amounts in excess of *customary and reasonable* charges for *out-of-area services*.

Work-Related. Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if you do not claim those benefits.

If there is a dispute or substantial uncertainty as to whether benefits may be recovered for those conditions pursuant to workers' compensation, benefits will be provided subject to our right of recovery and reimbursement under California Labor Code Section 4903, and as described in REIMBURSEMENT FOR ACTS OF THIRD PARTIES.

Government Treatment. Any services provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law.

Services of Relatives. Professional services received from a person who lives in your home or who is related to you by blood or marriage.

Voluntary Payment. Services for which you are not legally obligated to pay. Services for which you are not charged. Services for which no charge is made in the absence of insurance coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines:

1. It must be internationally known as being devoted mainly to medical research;
2. At least 10% of its yearly budget must be spent on research not directly related to patient care;
3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care;
4. It must accept patients who are unable to pay; and
5. Two-thirds of its patients must have conditions directly related to the hospital's research.

Private Contracts. Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Radiation Therapy. Radiation therapy, chemotherapy and hemodialysis.

Mental or Nervous Disorders. Hyperkinetic syndromes, learning disabilities, behavioral problems, mental retardation or autistic disease of childhood. *Mental or nervous disorders* or substance abuse.

Nicotine Use. Smoking cessation programs or treatment of nicotine or tobacco use.

Orthodontia. Braces, other orthodontic appliances or orthodontic services.

Dental Services or Supplies. Dental plates, bridges, crowns, caps or other dental prostheses, dental services, extraction of teeth, or treatment to the teeth or gums. Cosmetic dental surgery or other dental services for beautification.

Hearing Aids. Hearing aids or the fitting of hearing aids.

Optometric Services or Supplies. Optometric services except for eye examinations to determine the need for vision correction. Eyeglasses or contact lenses are covered under your Vision Service Plans.

Occupational Therapy. Occupational therapy, except as specifically stated in the "Outpatient Rehabilitative Care" provision of YOUR OUTPATIENT MEDICAL BENEFITS; MEDICAL CARE THAT IS COVERED.

Speech Therapy. Outpatient speech therapy except as stated in the "Outpatient Rehabilitative Care" provision of YOUR OUTPATIENT MEDICAL BENEFITS; MEDICAL CARE THAT IS COVERED.

Cosmetic Surgery. Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or issues of the body to improve appearance.

This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance) performed on an outpatient basis, including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

Obesity. Services primarily for weight reduction or treatment of obesity. This exclusion will not apply to treatment of morbid obesity as determined by Blue Cross or your *medical group* if your *medical group* authorizes the treatment in advance as *medically necessary* and appropriate.

Sex Transformation. Procedures or treatments to change characteristics of the body to those of the opposite sex.

Sterilization Reversal. Reversal of sterilization.

Infertility Treatment. Any services or supplies furnished in connection with the diagnosis and treatment of *infertility*, including, but not limited to, diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal, and gamete intrafallopian transfer.

Surrogacy. Any services or supplies provided in connection with a surrogate pregnancy, i.e., the bearing of a child by another woman for an infertile couple.

Pregnancy and Maternity Care. Pregnancy or maternity care.

Durable Medical Equipment. Durable medical equipment, including, but not limited to, disposable sheaths and supplies, correction appliances or support appliances and supplies such as stockings.

Orthopedic Supplies. Orthopedic shoes.

Air Conditioners. Air purifiers, air conditioners, or humidifiers.

Custodial Care or Rest Cures. *Custodial care* or rest cures.

Chronic Pain. Treatment of chronic pain.

Exercise Equipment. Exercise equipment.

Personal Items. Any supplies for comfort, hygiene or beautification.

Education or Counseling. Educational services, nutritional counseling.

Nutrition. Food or nutritional supplements.

Telephone and Facsimile Machine Consultations. Consultations provided by telephone or facsimile machine.

Acupuncture. Acupuncture or acupressure.

Eye Surgery for Refractive Defects. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

Immunizations for Foreign Travel. Immunizations for foreign travel.

Automobile-Related. All *emergency* room services related to an automobile accident.

Routine Examinations. Routine physical or psychological examinations or tests required by employment or government authority, or at the request of a third party such as a school, camp or sport affiliated organization.

Any other routine physical or psychological examination or test which does not directly treat an actual illness, injury or condition, except as specifically stated in the "Routine Examinations" provision of YOUR OUTPATIENT MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED.

Diabetic Supplies. Prescription and non-prescription diabetic supplies, except as specifically stated in "YOUR PRESCRIPTION DRUG BENEFITS" section of this booklet.

Lifestyle Programs. Programs to alter one's lifestyle which may include, but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by your *primary medical group*.

Nicotine Use. Smoking cessation programs or treatment of nicotine or tobacco use. Smoking cessation drugs.

When should you use the Family Assistance Program?

You can turn to the Family Assistance Program for help with anything that interferes with your child's life. For example, the FAP can help your child with:

- * Difficulties at school
- * Alcohol, drugs and other substance misuse or abuse
- * Anxiety or depression
- * Anger
- * Difficulties with friends
- * Coping with change
- * Self-esteem issues
- * Grief or bereavement

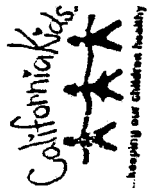
Call the FAP whenever you need help sorting through what's happening in your child's life. Call when you need a new perspective on things. Call when you need help identifying options and making an informed choice about what to do next. The Family Assistance Program is always there for you - even if it's in the middle of the night or on a holiday.

There are no charges for the Family Assistance Program. If the clinician refers you to additional resources for help, their charges, if any, would be your responsibility.

When you call the Family Assistance Program

When you call the Family Assistance Program, a clinician will ask you to describe what's happening that's causing your concern. When the cause of the problem has been determined, you and the clinician will develop a mutually agreeable plan for your child to deal with his/her situation.

Family Assistance Program



CaliforniaKids
1-800-321-2843

The Holman Group

"Life is a series of surprises"

-Ralph Waldo Emerson

CaliforniaKids Healthcare Foundation has arranged for The Holman Group to provide behavioral health services to children enrolled in the CaliforniaKids Program. This program is called the Family Assistance Program and it is designed to help your child successfully deal with life's problems.

What is the Family Assistance Program?

The Family Assistance Program (FAP) is a confidential counseling and referral service that can help your child successfully cope with life's challenges. The FAP provides:

- * Face-to-face evaluations with a licensed clinician at an office convenient to your location. All calls and counseling sessions are confidential.
- * Easy access to services and crisis counseling 24 hours a day, seven days a week via a toll-free telephone number.

When you call the FAP, a behavioral health clinician will listen to you and your child's concerns. He or she will work with you in sorting through your options and will help you access one of our family assistance providers located in your area.

Audio Health Library

PRESS 1 THEN THE 4 NUMBERS WHICH MATCH TO THE TOPIC YOU WISH TO HEAR.

Breastfeeding	1252
Fever treatment	1253
Chickentox	1254
Respiratory emergencies in children	1255
Colic	1257
Croup	1258
Reyes Syndrome	1259
Dehydration	1260
Diaper rash	1261
Child nutrition	1262
Earaches in children	1264
Growth and development	1268
Hyperactivity	1271
Impetigo	1272
Lice	1273
Measles	1274
Mumps	1275
Childhood obesity	1276
Hives (rash)	1278
Immunization	1279
Intestinal worms or parasites	1280
Premature infants	1281
Ringworm	1282
Scabies	1285
Nightmares: why do children have them?	1286
SIDS (Sudden Infant Death Syndrome)	1287
Teething and canker sores	1288
Bowel incontinence	1290
Kidney and urinary tract infections	1291

California Kids

1-800-552-6877

Personal Health Advisor®

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1013501

When your child gets sick or is hurt

... call Personal Health Advisor, and press 2 to speak to a nurse.

The nurse will ask you some questions about your child's problem. Tell the nurse where the child is hurting, how he or she looks, and what the child is feeling.

The nurse will be able to help you decide if you should:

- Take your child to the hospital.
- Take your child to the doctor.
- Care for your child at home.

The nurse will call you back to see if your child is feeling better.

Si usted desea esta información en español, por favor llame a California Kids al (818) 461-1400

Advice Nurse