Health Services
LOS ANGELES COUNTY

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www.dhs.lacounty.gov

To improve health through leadership, service and education

November 5, 2008

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

Dear Supervisors:

APPROVAL OF EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT FOR AUTOMATED MEDICATION DISPENSING CABINETS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Approval of an Agreement for equipment maintenance and repair services for automated medication dispensing cabinets at Department of Health Services' (DHS') facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services, or his designee, to execute an Agreement with Cardinal Health Solutions, Inc. (Cardinal), for the provision of equipment maintenance and repair services for automated medication dispensing cabinets installed at Harbor-UCLA, LAC+USC, Olive View-UCLA Medical Centers, Rancho Los Amigos National Rehabilitation Center, High Desert Health System, and Martin Luther King, Jr. Multi-Service Ambulatory Care Center, effective December 1, 2008 through November 30, 2013, at an annual first year maximum obligation of $165,430, and a five-year total maximum obligation of $2,062,972.

2. Delegate authority to the Interim Director of Health Services, or his designee, to increase the total maximum obligation by no more than 25 percent of the first year maximum obligation for equipment coming off warranty or unanticipated maintenance and repair services, with a potential annual increase of $41,358, and a grand total potential increase through November 30, 2013 of $206,790.

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PURPOSE/JUSTIFICATION OF THE RECOMMENDATION ACTIONS

The purpose of these actions will enable DHS to enter into an Agreement, substantially similar to Exhibit I, to obtain equipment maintenance and repair services for automated medication dispensing cabinets and authorize the Interim Director of Health Services to add subsequent equipment coming off warranty and provide unanticipated equipment maintenance and repair services. When possible, DHS contracts with Original Equipment Manufacturers (OEMs) to ensure that the equipment, which often has proprietary components, performs in accordance with equipment specifications and complies with all accrediting and licensing agencies' requirements, including The Joint Commission. Cardinal is the OEM.

The actions ensure that the pharmacies can obtain necessary services for their current equipment, and equipment is covered under a one-year warranty. When the warranty expires, the equipment will be added to the service contract. Accordingly, Attachment A reflects increased annual costs for the fiscal year in which the equipment comes off warranty. Since, the medication dispensing cabinets are used for patient care, equipment maintenance and repair services are required to guarantee timely maintenance and ensure compliance with all accrediting and licensing agencies' requirements such as The Joint Commission.

Implementation of Strategic Plan Goals

These actions support Goal 7, Health and Mental Health, of the County Strategic Plan.

FISCAL IMPACT/FINANCING

The first year maximum obligation, including the potential increase, is $206,788, and the maximum obligation for the entire term of the agreement is $2,269,762.

The annual maximum obligation for each DHS facility is identified on Attachment A. Any increase implemented under delegated authority will be funded within existing resources. Funding is included in DHS' Fiscal Year 2008-09 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The use of automated dispensing cabinets is the current hospital standard of care to increase control and security over medication stocked on the patient care areas. The automated dispensing cabinet is physically located in most inpatient and some ambulatory patient care areas. These cabinets contain a predefined medication stock, which is maintained and replenished by the onsite DHS pharmacy. To remove medication from the automated dispensing cabinet, licensed nursing staff must be registered to the system by the pharmacy and obtain a pass code. Each time a

medication is removed from the automated cabinet, the automation registers the individual removing the medication, the name and dose of the medication, and the date and time. These automated cabinets are also utilized for ensuring security over controlled substances.

Retrospective dispensing reports may be obtained at any time, allowing the pharmacy or nurse administrator to review dispensing records. The ability to track all medications stocked in a patient care area and increased medication security are important features of this equipment. The assurance of appropriate maintenance of this equipment at all times is integral to hospital and clinic operations and safe patient care.

Under the Agreement, Cardinal will provide quarterly preventive maintenance services, system updates, all dispensing machine parts, telephone support 24 hours a day/seven days a week, and if needed, a service technician will arrive no later than four and one-half hours from dispatch including after hours and weekends.

The Agreement includes the latest Board-mandated provisions. The Agreement may be terminated by County upon giving 10 days prior written notice. County Counsel has approved Exhibit I as to form.

DHS has determined that this is not a Proposition A Agreement because the services are provided on a part-time or intermittent basis, and therefore, provisions of the County's Living Wage Program do not apply.

The administration at each facility will monitor the contractor's performance and assure compliance with the terms and conditions of the Agreement.

CONTRACTING PROCESS

The vendor, Cardinal, is the OEM. The equipment was purchased from Cardinal and warranties were obtained. When the warranties expired, DHS obtained maintenance services from the manufacturer's authorized service representative. The OEM ensures that the equipment, which often has proprietary components, performs in accordance with manufacturer specifications and complies with all accrediting and licensing agencies' requirements, including The Joint Commission.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will allow DHS to ensure critical maintenance and repair services are provided for pharmacy equipment located at various DHS facilities.

CONCLUSION

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

Respectfully submitted,

John F. Schunhoff, Ph.D.
Interim Director

JFS:rf
Pharmacy Pyxis BL

Attachments (2)

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

DEPARTMENT OF HEALTH SERVICES – EQUIPMENT MAINTENANCE AND REPAIR SERVICES
AUTOMATED MEDICATION DISPENSING CABINETS
DECEMBER 1, 2008 - NOVEMBER 30, 2013

Facility	December 1, 2008 - November 30, 2009	December 1, 2009 - November 30, 2010	December 1, 2010 - November 30, 2011	December 1, 2011 - November 30, 2012	December 1, 2012 - November 30, 2013	Total
Harbor-UCLA	$0	$28,980	$49,680	$99,324	$99,324	$277,308
MLK MACC	$0	$0	$0	$0	$0	$0
LAC+USC	$12,748	$152,976	$215,548	$215,548	$215,548	$812,368
Olive View	$0	$28,980	$49,680	$93,276	$93,276	$265,212
Rancho	$0	$2,706	$28,980	$52,632	$75,624	$159,942
High Desert	$0	$0	$0	$4,944	$4,944	$9,888
Maximum Obligation:	$12,748	$213,642	$343,888	$465,724	$488,716	$1,524,718
25% Delegated Authority:	$3,187	$53,411	$85,972	$116,431	$122,179	$381,180
Total Potential Cost	**$52,111**	**$259,395**	**$389,641**	**$511,477**	**$534,469**	**$1,747,093**

EXHIBIT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CARDINAL HEALTH SOLUTIONS, INC.

FOR

EQUIPMENT MAINTENANCE AND REPAIR SERVICES

FOR

AUTOMATED MEDICATION DISPENSING CABINETS

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Contract No._____

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CARDINAL HEALTH SOLUTIONS, INC.
FOR
EQUIPMENT MAINTENANCE AND REPAIR SERVICES
FOR
AUTOMATED MEDICATION DISPENSING CABINETS

THIS AGREEMENT is made and entered into this _____ day of _____ , 2008,

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

and CARDINAL HEALTH SOLUTIONS, INC. (hereafter "Contractor").

RECITALS

WHEREAS, pursuant to Sections 1444 and 1445 of the California Health and Safety Code, County has established and maintains various hospitals and other health facilities (all hereafter referred to as "facilities"); and

WHEREAS, County desires the services of a contractor to provide preventive maintenance and repair services for automated medication dispensing cabinets that are part-time and intermittent; and

WHEREAS, County has determined that the services to be provided under this Agreement are of a technical nature to the extent that County is unable to recruit qualified personnel with the requisite training, knowledge, or experience to perform such services; and

WHEREAS, Contractor is authorized under the laws of the State of California to engage in the business of providing preventive maintenance and repair services, and possesses the competence, expertise, and personnel necessary to provide such services described hereunder; and

WHEREAS, County is desirous of Contractor's services described herein; and

WHEREAS, the Contractor is a private firm capable of providing equipment maintenance and repair services for automated medication dispensing cabinets; and

WHEREAS, this Contract is authorized under Government Code Section 31000, and Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Intentionally Omitted

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Forms Required at the Time of Contract Execution

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Intellectual Property Developed/Designed by Contractor Forms

1.10 EXHIBIT J - Forms Required at Completion of Contracts Involving Intellectual Property Developed/Designed by the Contractor

Health Insurance Portability & Accountability Act (HIPAA) Agreement

1.11 EXHIBIT K - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

SB 1262 - Nonprofit Integrity Act of 2004

1.12 EXHIBIT L - Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK:

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT:

4.1 The term of this Contract shall be effective December 1, 2008 through November 30, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The Contractor shall notify the Director when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM:

5.1 County agrees to compensate Contractor in accordance with the terms set forth in Exhibits A and B.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 **No Payment for Services Provided Following Expiration/ Termination of Contract:** The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 **Invoices and Payments:**

5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved

in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.4.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.4.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.4.5 Original and two (2) copies of all invoices under this Contract shall be submitted to the following addresses:

Harbor-UCLA Medical Center
General Accounting, Box 479
1000 West Carson St.
Torrance, CA 90509

High Desert Health System
c/o Finance Department
44900 N. 60th St. West
Lancaster, CA 93536

LAC+USC Medical Center
c/o Contract Invoice Processing
2064 Marengo St.
Los Angeles, CA 90033

Martin Luther King, Jr. Multi-Service Ambulatory Care Center
General Accounting, Box 479
1000 West Carson St.
Torrance, CA 90509

Olive View-UCLA Medical Center
c/o Invoice Processing
14445 Olive View Dr.
Sylmar, CA 91342

Rancho Los Amigos National Rehabilitation Center
c/o Finance Department
7601 East Imperial Hwy.
SSA Building – Room 2208
Downey, CA 90242

5.4.6 **County Approval of Invoices:** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.4.7 During the term of this Agreement, the Director may amend Exhibit B if additional maintenance and repair services are needed and may annually increase the maximum obligation by no more than twenty-five percent (25%) of the annual maximum obligation for unanticipated maintenance and repair services and if equipment is added/removed to/from any Medical Facility.

6.0 ADMINISTRATION OF CONTRACT – COUNTY:

COUNTY ADMINISTRATION: All County Administration referenced in the following subparagraphs are designated in *Exhibit E - County's Administration.* The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 **County's Project Director:** Responsibilities of the County's Project Director include:

- ensuring the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 **County's Project Manager:** The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 **County's Contract Project Monitor:** The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR:

7.1 **Contractor's Project Manager:**

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 **Approval of Contractor's Staff:** County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 **Contractor's Staff Identification:** All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the

proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 **Background and Security Investigations:**

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this subparagraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 **Confidentiality:**

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.3 The Contractor shall sign and adhere to the provisions of the "*Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement", Exhibit G1.*

7.5.4 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the *"Contractor Non-Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement", Exhibit G3.*

8.0 STANDARD TERMS AND CONDITIONS:

8.1 **Amendments:**

8.1.1 For any change which affects the scope of work, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director or his designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract

shall be prepared and executed by the Contractor and by the Director or his designee.

8.2 **Assignment and Delegation:**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 **Budget Reductions:** In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 **Complaints:** The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 **Compliance with Applicable Law:**

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 **Compliance with Civil Rights Laws:** The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this

Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification.*

8.8 **Licenses, Permits, Registrations and Certifications:** Contractor shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certifications required by law for the operation of its business and for the provision of services hereunder. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contract and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, prior to commencing services under this Agreement. Contractor shall further ensure that all its personnel, including all its independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

8.9 **Compliance with the County's Jury Service Program:**

8.9.1 **Jury Service Program:** This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.9.2 **Written Employee Jury Service Policy:**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the

Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the

applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.10 **Conflict of Interest:**

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in

any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.11 **Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List:** Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.12 **Consideration of Hiring GAIN/GROW Program Participants:**

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 **Contractor Responsibility and Debarment**

8.13.1 **Responsible Contractor:** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 **Chapter 2.202 of the County Code:** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

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

made or submitted a false claim against the County or any other public entity.

8.13.4 **County's Contractor Hearing Board:**

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

2. The County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the

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

5. The County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to

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

8.13.5 **Subcontractors of Contractor:** These terms shall also apply to Subcontractors of County Contractors.

8.14 **Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law:** The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 **Contractor's Warranty of Adherence to County's Child Support Compliance Program:**

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

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the

Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

8.17 **Damage to County Facilities, Buildings or Grounds:**

8.17.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.18 **Employment Eligibility Verification:**

8.18.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.18.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 **Facsimile Representations:**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been

affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

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

8.21 **Force Majeure:**

8.21.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required

performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 **Governing Law, Jurisdiction, and Venue:** This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.23 **Independent Contractor Status:**

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

8.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.23.3 The Contractor understands and agrees that all persons

performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.23.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

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

8.25 **General Insurance Requirements:** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.25.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to DHS - Contracts and Grants Division at 313 North Figueroa Street, 6th Floor East, Los Angeles, CA 90012, **and** DHS – Centralized Contract Monitoring Division at 5555 Ferguson Drive, Suite 210, Commerce, CA 90022, prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

8.25.3 **Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may

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

8.25.4 **Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

8.25.6 **Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all Subcontractors

performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.26 **Insurance Coverage Requirements**

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

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

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

8.26.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

8.26.4 **Professional Liability** insurance covering liability from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $1 Million per occurrence and $3 Million aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

8.27 **Liquidated Damages**

8.27.1 If, in the judgment of the Director, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his designee, in a written notice describing the reasons for said action.

8.27.2 If the Director, or his designee, determines that there are deficiencies in the performance of this Contract that the Director, or his designee, deems are correctable by the Contractor over a certain time span, the Director, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 **Most Favored Public Entity:** If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to

the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.29 **Nondiscrimination and Affirmative Action:**

8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification.*

8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national

origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.29.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.29 when so requested by the County.

8.29.7 If the County finds that any provisions of this subparagraph 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 **Non Exclusivity:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 **Notice of Delays:** Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 **Notice of Disputes:** The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or his designee shall resolve it.

8.33 **Notice to Employees Regarding the Federal Earned Income Credit:** The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 **Notice to Employees Regarding the Safely Surrendered Baby Law:** The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 **Notices:** All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his designee shall have the

authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 **Prohibition Against Inducement or Persuasion:** Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 **PUBLIC RECORDS ACT**

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 **Publicity:**

8.38.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.38 shall apply.

8.39 **Record Retention and Inspection/Audit Settlement:** The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be

kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor

from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.40 **Recycled Bond Paper:** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 **Subcontracting:**

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.41.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the

County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.41.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to DHS - Contracts and Grants Division at 313 North Figueroa Street, 6th Floor East, Los Angeles, CA 90012, **and** DHS – Centralized Contract Monitoring Division at 5555 Ferguson Drive, Suite 210, Commerce, CA 90022 before any Subcontractor employee may perform any work hereunder.

8.42 **Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program:** Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any

other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subparagraph 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 **Termination for Convenience:**

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.39, Record Retention & Inspection/Audit Settlement.

8.44 **Termination for Default:**

8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph 8.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.44, or that the default was excusable under the provisions of subparagraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 **Termination for Improper Consideration:**

8.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the

Contractor as it could pursue in the event of default by the Contractor.

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

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

8.46 **Termination for Insolvency:**

8.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 **Termination for Non-Adherence of County Lobbyist Ordinance:** The Contractor, and each County Lobbyist or County Lobbying firm as

defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 **Termination for Non-Appropriation of Funds:** Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 **Validity:** If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 **Waiver:** No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 **Warranty Against Contingent Fees:**

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon

any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 **Contractor's Obligations as a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA):** The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit JK, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

9.2 **Ownership of Materials, Software and Copyright:**

9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this subparagraph 9.4 shall survive the expiration or termination of this Contract.

9.3 **Patent, Copyright & Trade Secret Indemnification:**

9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

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

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

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director

CARDINAL HEALTH SOLUTIONS, INC.
Contractor

By _____
Signature

_____
Printed Name

Title _____
(Affix Corporate Seal)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

RF:board letter pharmacy pyxis agreement 09.22.08

EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR AUTOMATED MEDICATION DISPENSING CABINETS
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EXHIBIT A

STATEMENT OF WORK
EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR AUTOMATED MEDICATION DISPENSING CABINETS

1. SCOPE OF WORK: Contractor shall provide services described in this Exhibit A for automated medication dispensing cabinet equipment listed in attached Exhibit B, attached hereto and referenced herein and County shall pay the fees for the applicable term upon receipt of an approved invoice. Contractor's services shall include, but not be limited to, the following:

    A. Routine Equipment Maintenance and Repair Services;

    B. As-needed trouble-shooting of equipment; and

    C. Telephone technical support.

2. DEFINITIONS: Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Exhibit A.

    A. "Routine Preventive Maintenance Services" shall mean services performed by Contractor to ensure that the equipment will be capable of performing in all material respects in accordance with their Functional Specifications and maintaining such performance.

    B. "Repair Services" shall mean the restoration of equipment so that it is performing in all material respects in accordance with its Functional Specifications, on an as-needed basis, as may be required by the Facility. The repair process may also include all software and hardware updates, enhancements, interfaces, and corrections.

    C. "Cabinet" or "Equipment" shall mean an instrument, apparatus, machine, or other similar or related article, including all operating software and hardware, components, parts, accessories, replacements, and/or upgrades, which is intended for the automated dispensing of pharmaceuticals to Facility patient(s).

3. CONTRACTOR PERSONNEL:

    A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of services described hereunder. Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.), excluding County holidays, to act as a central point of contact with County personnel.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator (or administrator's designee) shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), salary history, training and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor service personnel shall be appropriately licensed, certified, credentialed, or trained to perform the Preventive Maintenance and Repair Services hereunder.

E. Contractor shall assume the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

4. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. Specifically, for information technology security issues, County will provide assistance through the County's Health Services Administration's Information Technology Security Operations Group. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

5. COUNTY FURNISHED SERVICES, SUPPLIES, AND PROPERTY:

A. DATA ARCHIVAL AND BACK-UP: County is responsible for all data archival, including the back-up of any data stored on any hard drive before servicing, performing daily back-up procedures to maintain the integrity of all media and archived data.

B. SUPPLIES: County will purchase and maintain all necessary labels and tape media.

C. PROPERTY: At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for the purposes other than the performance of this Agreement. At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement. Contractor is prohibited from use of such equipment for the purposes other than for the performance of this Agreement.

6. SERVICES TO BE PERFORMED BY CONTRACTOR: Contractor shall provide the following services for equipment listed in Exhibit B and sufficient staff to ensure compliance with response times and repair commitments:

A. Routine Preventive Maintenance Services: Contractor shall provide each Facility with a Preventive Maintenance Service schedule for all equipment covered under this Agreement. This schedule shall delineate all preventive maintenance services required to ensure that the equipment is performing in all material respects in accordance with their Functional Specifications. Contractor shall perform routine Preventive Maintenance Services for equipment covered under this Agreement in no event no less than once per quarter, which are included in the rates and frequency set forth in Exhibit B. Such services shall be performed during each Facility's operating hours, on days and times mutually agreed upon by Facility and Contractor. Routine Preventive Maintenance Services shall be performed at regularly scheduled intervals and in no event shall the number of scheduled Routine Preventive Maintenance Services be less than four (4) per year at a rate of one per quarter. The scheduled number of Preventive Maintenance Services shall meet the reasonable needs of each Facility and shall comply with all appropriate licensing and accrediting agencies [e.g., The Joint Commission, Occupational Safety and Health Administration ("OSHA"), and Title 22]. In any event, Contractor shall ensure that the equipment is maintained in accordance with the Functional Specifications when purchased and to minimum regulatory compliance standards.

B. Telephone Technical Support: Telephone support will be provided 24 hours per day, seven (7) days per week.

C. As-Needed Equipment Troubleshooting and Repair Services: Contractor shall commence as-needed troubleshooting and repair services (emergency and non-emergency), as required by each Facility, within four and a half (4.5) hours after notification by the Facility, twenty-four (24) hours per day, seven (7) days per week at no additional cost to County. Such services shall include all labor and parts, including any necessary equipment enhancements necessary to correct issue.

D. Additional Services:

(1) Hardware and Software: Contractor shall provide, whenever available or required, enhanced hardware and software support, which includes, software corrections/fixes/updates/upgrades and enhancements, hardware updates/upgrades and enhancements, remote configuration (reprograms) and hardware replacements or repair.

Remote Diagnostic Services (RDS) for Anti-Virus and Critical Security Patches: Contractor shall provide remote system security support through Contractor's Technical Support Center (TSC), 24 hours a day, 365 days a year. To permit remote installation of anti-virus and critical security patches, County shall through best effort provide continuously-connected high-speed internet access via Secure Socket Layer (SSL) Port 443. Contractor shall ensure that all systems are maintained at the most current, stable, and tested update and patch levels. If County's system, connectivity, or personnel prevent Contractor from attempting to perform remote installation of anti-virus updates and critical security patches, then Contractor shall not be obligated to (i) virus exposure, or (ii) any network risk such as loss of data or denial of service due to failure to install critical security patches.

All remote connections and related activities must be auditable and reviewed for appropriateness on a regular basis by the responsible County's system administrator(s). Remote connection audit logs must be retained for at least one year. Audit logs must contain (i) information of all individuals who remotely accessed the system, (ii) the time, activities performed, and duration of all individual remote access sessions, and (iii) all hosts/servers that were accessed. Audit logs must be provided to the County's Health Services Administration's Information

Technology Security Operations Group request or accessible via a portal.

(2) Policies and Procedures: Contractor shall provide policies and procedures and supplies to perform the data archival and back-up.

(3) Breakage and/or Loss: Contractor shall replace and/or repair (at the time of servicing) any equipment and/or parts thereof which suffer breakage, damage or loss at the time of servicing or repair, which is caused by the negligence or willful misconduct of Contractor, and to the extent thereof, at no additional cost to County.

(4) Rework: Contractor shall rework improperly repaired equipment, correct any damage resulting there from, and supply all necessary parts, materials, and necessary software modifications at no additional cost to County. Contractor service personnel shall also repair any defective parts purchased and installed by such service personnel and shall repair any damage to the equipment resulting from, and to the extent of, Contractor's negligence or willful misconduct, at no additional cost to County.

(5) Reports: Contractor shall prepare and maintain a written record of all services (service report) provided on equipment at the Facility. Such service report(s) shall:

(a) meet all licensing, accrediting and regulatory agency requirements,

(b) clearly identify the equipment serviced by model number, serial number, Los Angeles County Capital Asset Leasing or Los Angeles County number (if available),

(c) include an itemization and description of services performed, including electrical checks and calibration reading and preventive maintenance,

(d) list any parts installed,

(e) include the service date(s), and

(f) give the name of the service technician who performed the service. A copy of such service report shall be given to the Facility at the time the service is performed. Such service reports are the property of County and shall remain on-site at each Facility.

6. EQUIPMENT PERFORMANCE STANDARDS: The equipment shall be considered out-of-service if the equipment is inoperable and unusable or the Facility reasonably initiates down-time procedures due to lack of system or equipment functionality (in either case, not due to those items set forth in the definition of excluded services, or a force majeure event). When the equipment is out-of-service, if Contractor is not able to commence on-site services within four and a half (4.5) hours from the time of initial County call, County shall receive a credit from Contractor equal to 1/12 of the annual maintenance fee associated with the particular facility equipment that was out of service. Failure of County to request credit in the following month's invoices shall not constitute a waiver of such right that may be exercised at any subsequent time. If said equipment is out-of-service an aggregate of ten percent (10%) or more of a thirty (30) consecutive calendar day period, it shall be considered a default and County shall have the right to give Contractor notice thereof.

7. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Recruitment: Contractor shall screen all personnel prior to assigning such personnel to provide services at the Facility to assure that all such persons have the qualifications and training necessary to perform the services contemplated under this Agreement. All such service personnel shall be appropriately licensed, certified, credentialed, registered or trained to perform the maintenance and repair services and shall have, as a minimum, knowledge and expertise in the following areas:

(1) Diagnosis and inspection of equipment to determine maintenance and repair needs;

(2) Preventive maintenance of the equipment according to defined schedule for optimal performance;

(3) Electrical and safety inspections, as necessary, of equipment; and

(4) Calibration and functional testing, as necessary.

C. Contractor Personnel Qualifications: Contractor personnel providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, each Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

E. Physical Examination: Contractor shall ensure that each person who performs services at a Facility site under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual basis or biannual basis, as required by each Facility based on such person's work location. Upon request by Director or his designee, Contractor shall provide County, with evidence that each such person is free of infectious and/or contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place at each Facility. Such evidence shall include documentation that the person:

(1) received a physical examination, including a chest X-ray or tuberculin skin test, and

(2) is immune to measles (rubeola and rubella) and hepatitis B through vaccination or antibody titer test demonstrating such immunity.

In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

8. EXCLUSIONS: Contractor is not financially responsible to provide the repair services above should any repair be required by causes other than ordinary use of the equipment, as determined by County. Notwithstanding anything to the contrary set forth herein or in any of the contract documents, such causes include, but are not limited to:

   A. Improper use or gross neglect, Facility electrical system malfunction or failure;

   B. Unless Contractor grants prior approval for said repair, maintenance, modification, relocation or reinstallation by any other than Contractor's authorized personnel;

   C. Acts of God, fires, floods, war, acts of sabotage, riots, accidents, or other causes;

9. BILLING AND PAYMENT:

   A. Billing:

      (1) Billings to County shall be submitted monthly in arrears in accordance with Exhibits A and B.

      (2) All billings hereunder shall be by Facility, shall be in duplicate, and shall be forwarded to the appropriate Facility and address as specified in the Agreement, BILLING AND PAYMENT Paragraph.

      (3) All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the date(s) of such services, and shall include a copy of the service report(s). Any billing for travel expenses shall not exceed the current County approved rates.

      (4) County shall not pay Contractor for any travel expenses, meals, lodging, per diem, or miscellaneous expenses, etc.

      (5) All billings rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement and shall include the County contract number.

B. Payment:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same which shall not be unreasonably withheld, conditioned or delayed, County shall reimburse Contractor within thirty (30) calendar days in arrears upon receipt of Contractor's billing(s). County shall pay for all services which County considers complete and correct in County's reasonable discretion. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(2) Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole and reasonable discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a written assessment. Contractor shall, within ten (10) business days of receipt of Director's assessment, remedy any identified deficiencies and/or issues, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies and/or issues have been remedied.

RF:r
Board letter pharmacy pyxis agreement statement of work 10.23.08

DEPARTMENT OF HEALTH SERVICES – EQUIPMENT MAINTENANCE AND REPAIR SERVICES
AUTOMATED MEDICATION DISPENSING CABINETS
PRICING SCHEDULE
DECEMBER 1, 2008 - NOVEMBER 30, 2013

FACILITY	UNITS	EQUIPMENT	EFFECTIVE DATE	UNIT COST	MONTHLY AMOUNT	1ST YEAR PRORATED ANNUAL AMOUNT	2ND YEAR PRORATED ANNUAL AMOUNT	ANNUAL AMOUNT
HARBOR-UCLA	1	Console	12/01/08	$166	$166	$1,992	$1,992	$1,992
	3	Auxiliary	12/01/08	$39	$117	$1,404	$1,404	$1,404
	43	MedStation	12/01/08	$82	$3,526	$42,312	$42,312	$42,312
	4	MedStation	Estimated 07/01/09	$82	$328	$1,640	$3,936	$3,936
	1	Pyxis Connect Console	Estimated 03/01/10	$26	$26	$0	$234	$312
	11	Connect OrderStation	Estimated 03/01/10	$17	$187	$0	$1,683	$2,244
	34	Connect ScanStation	Estimated 03/01/10	$17	$578	$0	$5,202	$6,936
	1	Carousel	Estimated 05/01/10	$1,595	$1,595	$0	$11,165	$19,140
	1	Pill Packager	Estimated 05/01/10	$2,095	$2,095	$0	$14,665	$25,140
	1	Bar Coder	Estimated 05/01/10	$450	$450	$0	$3,150	$5,400
	100		TOTAL – HARBOR-UCLA		$9,068	$47,348	$85,743	$108,816
MLK MACC	1	Console	Estimated 07/01/09	$166	$166	$830	$1,992	$1,992
	11	MedStation	Estimated 07/01/09	$82	$902	$4,510	$10,824	$10,824
	12		TOTAL - MLK-MACC		$1,068	$5,340	$12,816	$12,816
LAC+USC	1	Pyxis Connect Console	12/01/08	$26	$26	$312	$312	$312
	1	Console	12/01/08	$166	$166	$1,992	$1,992	$1,992
	2	Auxiliary	12/01/08	$39	$78	$936	$936	$936
	17	Connect OrderStation	12/01/08	$17	$289	$3,468	$3,468	$3,468
	36	MedStation	12/01/08	$82	$2,952	$35,424	$35,424	$35,424
	58	Connect ScanStation	12/01/08	$17	$986	$11,832	$11,832	$11,832
	48	MedStation	Estimated 11/01/09	$82	$3,936	$3,936	$47,232	$47,232
	42	Auxiliary	Estimated 11/01/09	$39	$1,638	$1,638	$19,656	$19,656
	36	A-System	Estimated 11/01/09	$82	$2,952	$2,952	$35,424	$35,424
	1	CII Safe	Estimated 11/01/09	$82	$82	$82	$984	$984
	1	Carousel	Estimated 12/01/09	$1,595	$1,595	$0	$19,140	$19,140
	1	Pill Packager	Estimated 12/01/09	$2,095	$2,095	$0	$25,140	$25,140
	1	Bar Coder	Estimated 12/01/09	$450	$450	$0	$5,400	$5,400
	2	Carousel	Estimated 04/01/10	$1,595	$3,190	$0	$25,520	$38,280
	1	Pill Packager	Estimated 04/01/10	$2,095	$2,095	$0	$16,760	$25,140
	248		TOTAL - LAC+USC		$22,530	$62,572	$249,220	$270,360
OLIVE VIEW	1	CII Safe	12/01/08	$83	$83	$996	$996	$996
	1	Narc Vault	12/01/08	$27	$27	$324	$324	$324
	10	MedStation	12/01/08	$82	$820	$9,840	$9,840	$9,840
	2	Auxilary	12/01/08	$39	$78	$936	$936	$936
	1	Console	12/01/08	$166	$166	$1,992	$1,992	$1,992
	1	Pyxis Connect Console	12/01/08	$26	$26	$312	$312	$312
	5	Connect OrderStation	12/01/08	$17	$85	$1,020	$1,020	$1,020
	18	Connect ScanStation	12/01/08	$17	$306	$3,672	$3,672	$3,672
	4	Connect OrderStation	Estimated 07/01/09	$17	$68	$340	$816	$816
	4	MedStation	Estimated 07/01/09	$82	$328	$1,640	$3,936	$3,936
	11	Auxiliary	Estimated 09/01/09	$39	$429	$1,287	$5,148	$5,148
	1	Connect OrderStation	Estimated 09/01/09	$17	$17	$51	$204	$204
	12	MedStation	Estimated 09/01/09	$82	$984	$2,952	$11,808	$11,808
	8	Tower 4-Door	Estimated 09/01/09	$27	$216	$648	$2,592	$2,592
	1	Carousel	Estimated 05/01/10	$1,595	$1,595	$0	$11,165	$19,140
	1	Pill Packager	Estimated 05/01/10	$2,095	$2,095	$0	$14,665	$25,140
	1	Bar Coder	Estimated 05/01/10	$450	$450	$0	$3,150	$5,400
	82		TOTAL - OLIVE VIEW		$7,773	$26,010	$72,576	$93,276
RANCHO	1	Console	12/01/08	$166	$166	$1,992	$1,992	$1,992
	16	MedStation	12/01/08	$82	$1,312	$15,744	$15,744	$15,744
	1	Cubie Replen	12/01/08	$82	$82	$984	$984	$984
	1	CII Safe	12/01/08	$83	$83	$996	$996	$996
	1	Narc Vault	12/01/08	$27	$27	$324	$324	$324
	1	Pyxis Connect Console	Estimated 10/01/09	$26	$26	$52	$312	$312
	4	Connect OrderStation	Estimated 10/01/09	$17	$68	$136	$816	$816
	12	Connect ScanStation	Estimated 10/01/09	$17	$204	$408	$2,448	$2,448
	2	MedStation	Estimated 01/01/10	$82	$164	$0	$1,804	$1,968
	1	MedStation	Estimated 01/01/10	$82	$82	$0	$902	$984
	1	Carousel	Estimated 05/01/10	$1,595	$1,595	$0	$11,165	$19,140
	1	Pill Packager	Estimated 05/01/10	$2,095	$2,095	$0	$14,665	$25,140
	1	Bar Coder	Estimated 05/01/10	$450	$450	$0	$3,150	$5,400
	43		TOTAL - RANCHO		$6,354	$20,636	$55,302	$76,248
HIGH DESERT	3	Med Station	Estimated 02/01/09	$82	$246	$2,460	$2,952	$2,952
	1	Console	Estimated 02/01/09	$166	$166	$1,660	$1,992	$1,992
	4		TOTAL - HIGH DESERT		$412	$4,120	$4,944	$4,944
TOTAL	489			TOTAL	$47,205	$166,026	$480,601	$566,460
			ANNUAL DELEGATED AUTHORITY (25% OF 1ST YEAR)			$41,507	$41,507	$41,507
				GRAND TOTAL		$207,533	$522,108	$607,967

Exhibit D

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

Exhibit E

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Amy Gutierrez, Pharm. D.
Title: Director of Pharmacy Affairs
Address: 313 North Figueroa Street, Suite 701
Los Angeles, CA 90012
Telephone: (213) 240-7712
E-Mail Address: **agutierrez@dhs.lacounty.gov**

COUNTY PROJECT MANAGER:

Name: Amy Gutierrez, Pharm. D.
Title: Director of Pharmacy Affairs
Address: 313 North Figueroa Street, Suite 701
Los Angeles, CA 90012
Telephone: (213) 240-7712
E-Mail Address: **agutierrez@dhs.lacounty.gov**

HEALTH SERVICES ADMINISTRATION – INFORMATION TECHNOLOGY DEPARTMENT

Name: Amin Almuhajab
Title: Security Operations Manager
Facility: Health Services Administration - IT Department, Security Operations Group
Address: 313 N. Figueroa Street, Sutie 317
Los Angeles, CA 90012
Telephone: (213) 240-8085
E-Mail: **aalmuhajab@dhs.lacounty.gov**

COUNTY CONTRACT PROJECT MONITOR:

I. **Harbor-UCLA Medical Center**

Name: Wesley (Wes) Kamikawa
Title: Pharmacy Director
Facility: Harbor-UCLA Medical Center
Address: 1000 W. Carson St
Torrance, CA 90509
Telephone: (310) 222-2359
E-Mail: **wkamikawa@dhs.lacounty.gov**

II. High Desert Health System

Name: Nadrine Balady
Title: Director of Pharmacy Services
Facility: High Desert Health System
Address: 44900 N. 60th St. West
Lancaster, CA 93536
Telephone: (661) 945-8456
E-Mail: nbalardy@dhs.lacounty.gov

III. LAC+USC Medical Center

Name: Sanford (Sandy) Melnick
Title: Pharmacy Director
Facility: LAC+USC Medical Center
Address: 1200 N. State St.
Los Angeles, CA 90033
Telephone: (323) 226-6021
E-Mail: **smelnick@dhs.lacounty.gov**

IV. Martin Luther King, Jr. Multi-Service Ambulatory Care Center

Name: John Jorgensen
Title: Pharmacy Director
Facility: Martin Luther King, Jr. Multi-Service Ambulatory Care Center
Address: 12021 S. Wilmington Av.
Los Angeles, CA 90059
Telephone: (323) 608-5030
E-Mail: jjorgenson@dhs.lacounty.gov

V. Olive View-UCLA Medical Center

Name: Steve Lee
Title: Pharmacy Director
Facility: Olive View-UCLA Medical Center
Address: 14445 Olive View Drive
Sylmar, CA 91324
Telephone: (818) 364-3059
E-Mail: **stlee@dhs.lacounty.gov**

VI. Rancho Los Amigos National Rehabilitation Center

Name: Brian Joyo
Title: Pharmacy Director
Facility: Rancho Los Amigos National Rehabilitation Center
Address: 7601 E. Imperial Highway
Downey, CA 90242
Telephone: (562) 401-7239
E-Mail: **bjoyo@dhs.lacounty.gov**

Exhibit F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Cardinal Health Solutions, Inc.
CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Ron Sims
Title: Operations Director, Ellipticare Pharmacy Services
Address: 1330 Enclave Parkway
Houston, TX 77077
Telephone: (541) 390-7819
Facsimile: (281) 749-2010
E-Mail Address: **Ronald.sims@cardinal.com**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Suzanne Shea
Title: Vice President Operations, Pharmacy Services
Address: 1330 Enclave Parkway
Houston, TX 77077
Telephone: (281) 749-4223
Facsimile: (281) 749-2010
E-Mail Address: **suzanne.shea@cardinal.com**

Name: Mark R. Currie
Title: Vice President, Integrated Provider Solutions
Address: 27680 Avenue Mentry
Valencia, CA 91355
Telephone: (818) 288-5830
Facsimile: (818) 827-3001
E-Mail Address: **mark.currie@cardinal.com**

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Mark R. Currie
Title: Vice President, Integrated Provider Solutions
Address: 27680 Avenue Mentry
Valencia, CA 91355
Telephone: (818) 288-5830
Facsimile: (818) 827-3001
E-Mail Address: **mark.currie@cardinal.com**

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Exhibit I

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

EXHIBIT I

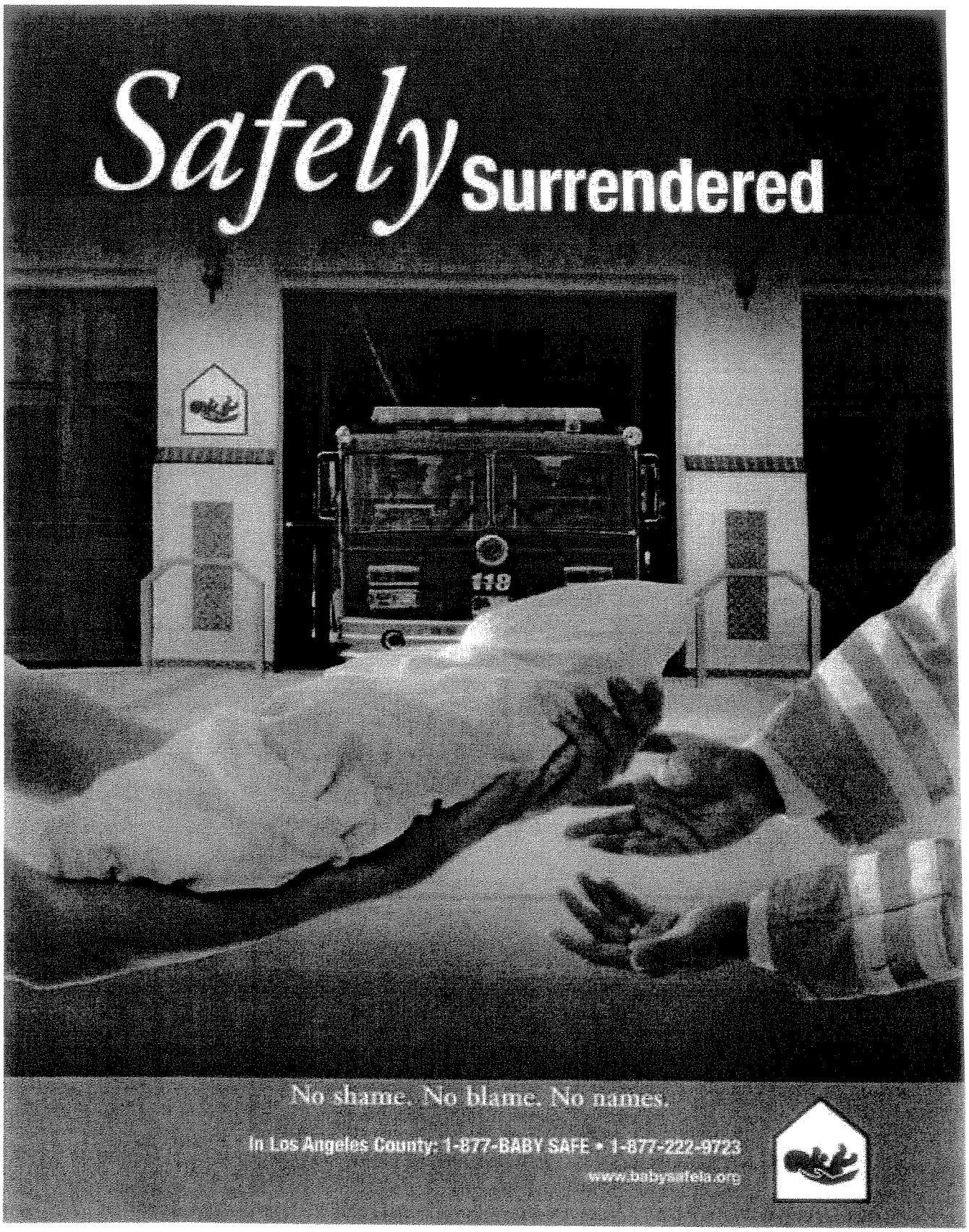

Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

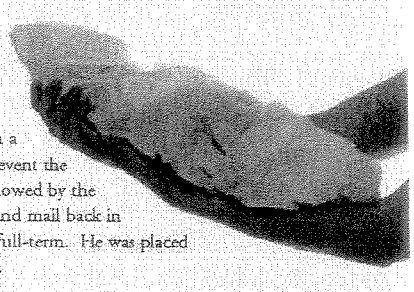
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT I

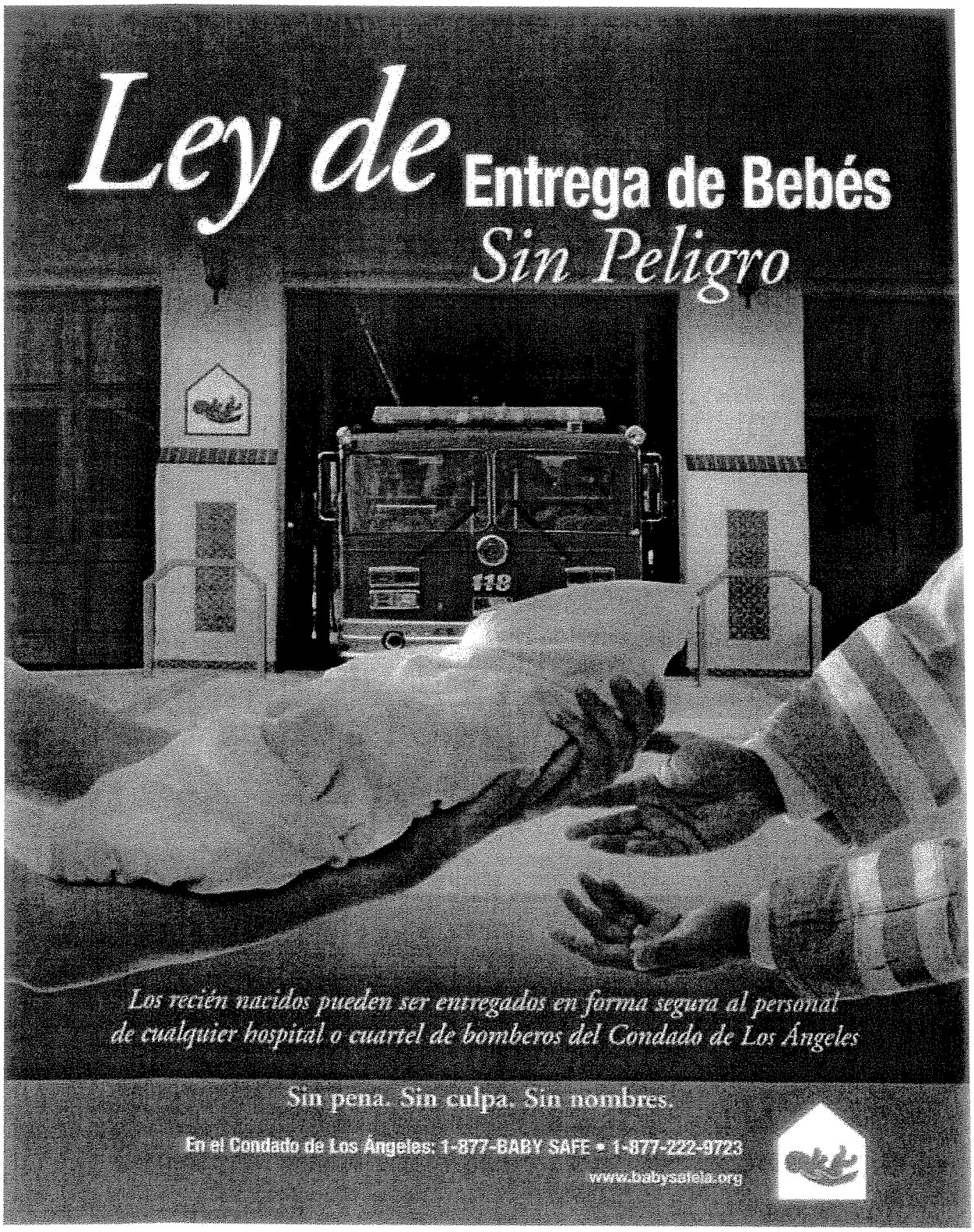

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

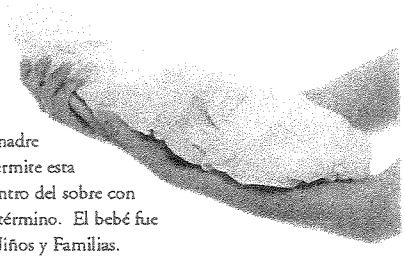
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Exhibit J

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

J1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

J2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

J3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles

Agreement Number _____ for _____, dated _____,

as amended by Amendment Number ____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or

otherwise modified from time to time (the "Agreement").

_____ _____

Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

_____ _____

Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

(To Be Completed By County and attached to M1 and/or M2)

REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200___, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

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

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

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

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

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

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

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

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

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

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

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall

immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

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

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

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

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

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

5.0 MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

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

Effective: 4/30/05