Health Services
LOS ANGELES COUNTY

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April 13, 2010

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:

REQUEST APPROVAL OF AN AGREEMENT FOR OUTPATIENT OPHTHALMOLOGICAL SERVICES AT MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER WITH LOS ANGELES OPHTHALMOLOGY MEDICAL GROUP, INC.
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)

SUBJECT

Request approval of an Agreement with the Los Angeles Ophthalmology Medical Group, Inc. for the provision of Ophthalmology Clinic and Surgical Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding pursuant to Los Angeles County Code section 2.121.420 that the Ophthalmology Clinic and Surgical Services (OCSS) services at Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC) can more feasibly be performed by independent contractors, in addition to being more cost effective for personnel that are not physicians.

2. Instruct the Chair to execute an Agreement with Los Angeles Ophthalmology Medical Group, Inc. (LAOMG) to provide OCSS services at the MLK-MACC, effective May 1, 2010 through April 30, 2013 with an estimated three year cost of $9,568,740, with provision for two one year options to extend through April 30, 2015, with an estimated annual cost of $3,189,580.

3. Delegate authority to the Interim Director of Health Services (Interim

Director), or his designee, to execute amendments to the LAOMG Agreement, as necessary, to extend the term of the Agreement for up to two additional one-year periods through April 30, 2015, and add and/or change certain terms and conditions in the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will make a finding, pursuant to Los Angeles County Code section 2.121.420, that OCSS services at MLK-MACC can more feasibly be performed by independent contractors. Such finding is necessary to allow services to continue to be contracted out.

Approval of the second recommendation will authorize the Chair to execute an Agreement (Exhibit I) with LAOMG, for the period May 1, 2010 through April 30, 2013, with provision for two 1 year options to extend through April 30, 2015.

Approval of the third recommendation will authorize the Interim Director, or his designee, to amend the Agreement, if necessary, to extend the term of the Agreement for up to two additional one-year periods, and add and/or change certain terms and conditions in the Agreement during the term of the Agreement as required by your Board.

The Department determined that these physician services are subject to the terms of Proposition A (Prop A), however, the Prop A ordinance now permits contracting for physician services upon a determination that the use of an independent contractor is more feasible than the use of County employees.

These actions will ensure the continuation of OCSS services at MLK-MACC. Currently, these services are provided by LAOMG, which is slated to expire on April 30, 2010.

Under the recommended Agreement, LAOMG will provide the full range of outpatient clinical and surgical ophthalmology services, including the diagnosis and treatment of cornea and external disease, cataracts, glaucoma, and medical retina disease, as well as the provision of oculoplastic procedures, neuro-ophthalmology, and general ophthalmology at MLK-MACC. The services will be provided in the subspecialty ophthalmology clinics. Further, the contractor will have an office administrator responsible for managing the operations of the ophthalmology clinic.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated annual cost for each 12-month period of the Agreement is $3,189,580 for a total estimated three year cost of $9,568,740. If the Department of Health Services (DHS) exercises the two option years, the estimated annual cost is $3,189,580. Funding is included in the Fiscal Year 2009-10 Final Budget and will be requested in future fiscal years.

A cost analysis for the non-physician portion of the OCSS was prepared in accordance with Auditor-

Controller guidelines and methodologies. The Department has determined that the contract is cost effective with a cost savings of 7.28 percent (Attachment 1).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, ophthalmology services were provided by a combination of Charles H. Drew University of Medicine and Science (Drew) faculty members and County physicians, and also through Drew supplemental agreements and County agreements.

On January 29, 2008, your Board approved a Prop A Agreement (County Contract No. 76466) with LAOMG for the provision of OCSS services at MLK-MACC, effective February 1, 2008 through January 31, 2010. On November 10, 2009, your Board approved an amendment to the LAOMG Agreement No. 76466 to increase the maximum obligation and to extend the Agreement through April 30, 2010.

As in the individual physician agreements, the County will provide to LAOMG defense and malpractice indemnification for direct patient care provided to County patients under this contract.

The Agreement may be terminated by the contractor upon 180-calendar day advance written notice to County. County may terminate the Agreement upon a 30-calendar day advance written notice to the contractor.

County Counsel has reviewed and approved Exhibit I, as to use and form. It contains your Board's required contract provisions and includes the recently adopted Defaulted Property Tax Reduction Program Ordinance language. The Chief Executive Office Risk Manager has approved the insurance and indemnification provisions of the Agreement.

CONTRACTING PROCESS

County Code section 2.121.350 allows a contract to be made by noncompetitive negotiation if a Department determines that competition is not feasible. The DHS determined that due to the short timeframe in which to award a successor Agreement and the specialized nature of the requested services, it was not feasible to conduct a competitive solicitation process in the time before the current Agreement expired. Therefore, DHS used an alternative method to identify potential firms to engage in a noncompetitive negotiation.

On January 22, 2010, DHS released an Request for Statement of Interest (RFSI) for OCSS services at MLK-MACC. The RFSI was advertised in the L.A. County Online and DHS websites. Additionally, a notice of the RFSI was sent directly to the current provider. By the February 5, 2010 deadline to submit responses to the RFSI, only the current provider, LAOMG, submitted a response. As a result, LAOMG is being recommended for a contract to continue providing ophthalmology services at MLK-MACC.

Since the Department has experienced difficulty in recruiting ophthalmology physicians in this geographical area, DHS is requesting that the Board find the use of an independent contractor is more feasible than using County physicians.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Agreement will permit the Department to provide vital ophthalmology services and ensure continuity of care for MLK-MACC patients.

Respectfully submitted,

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:po

Enclosures

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

Attachment 1

DEPARTMENT OF HEALTH SERVICES
MLK MACC

OPHTHALMOLOGY CLINIC AND SURGICAL SERVICES COST ANALYSIS
COUNTY VS. CONTRACTOR COSTS
LOS ANGELES OPHTHALMOLOGY MEDICAL GROUP

Yearly Costs by Category	County	Contractor	Difference	
MONTHLY STAFFING:				
COUNTY				
Contract Program Auditor	1			
Administrative Assistant III	1			
Ophthalmology Technicians	2			
CONTRACTOR				
Quality Assurance Coordinator @ 50% FTE		1		
Office Administrator		1		
Ophthalmology Technicians		2		
TOTAL STAFFING	4	4	0	
DIRECT COSTS:				
ANNUAL S&EB:				
Salaries	$ 618,391.85	$ 754,074.56	$ (135,682.71)	
Employee Benefits 31.52%	194,917		194,917	
Payroll Taxes (FICA,FUTA,SUI,ETT,SDI) & Workers Compensation	-			
TOTAL ANNUAL S&EB	$ 813,309	$ 754,075 *	$ 59,234	
EQUIPMENT AND S&S:				
COUNTY				
Annualized over 3 years				
	$ -	$ -	$ -	
	$ -	$ -	-	
	$ -	$ -	-	
Annualized over 7 years				
	$ -	$ -	-	
Misc S&S	$ -	$ -		
Other Direct Costs	$ -	$ -		
TOTAL EQUIPMENT AND S&S	$ -	$ -	$ -	
INDIRECT COSTS (General Accounting, Gross Profit/Fee, Mgmt.Ovhd.)				
TOTAL COSTS				Cost Savings
				7.28%
TOTAL COUNTY VS. CONTRACT COSTS	$813,309	$ 754,075	$ 59,234	

* Includes Employee Benefit Rates

DEPARTMENT OF HEALTH SERVICES
MLK MACC
OPHTHALMOL0GY CLINIC AND SURGICAL SERVICES

ESTIMATED COUNTY SALARY COSTS

Position	Item Number	Proposed Positions	Months	Salary Rate [1]	Total Salary
Contract Program Auditor	4614	1.00	36	6,107.18	$219,858.00
Administrative Assistant III	0889	1.00	36	5,629.55	$202,664.00
Ophthalmology Technicians	5608	2.00	36	3,020.91	$217,506.00
TOTAL STAFFING AND SALARIES		4.00			$640,028.00
Less: Salary Variance [2]	3.38%				$21,636.15
SALARIES					$618,391.85
TOTAL NET SALARIES					$618,391.85

[1] Los Angeles County Class and Salary Listing rates dated December 2009.
[2] A-C FY 09-10 Top Step Variance.

DEPARTMENT OF HEALTH SERVICES
LOS ANGELES OPHTHALMOLOGY MEDICAL GROUP

ESTIMATED CONTRACTOR SALARY COSTS

Position	Proposed Positions	Months	Hourly Rate	Salary Rate	Total Salary
Quality Assurance Coordinator @ 50% FTE	1.00	36	$36.25	3,135.63	$112,882.50
Office Administrator	1.00	36	$35.00	6,055.00	217,980.00
Ophthalmology Technicians	2.00	36	$32.50	11,245.00	404,820.00
STAFFING AND SALARIES	4.00				$735,682.50
Payroll Taxes & Employee Benefits @ 25%					$18,392.06
TOTAL STAFFING AND SALARIES	4.00				$754,074.56

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

LOS ANGELES OPHTHALMOLOGY MEDICAL GROUP, INC.

FOR
OPHTHALMOLOGY CLINIC AND SURGICAL SERVICES
AT
MARTIN LUTHER KING, JR. MULTI-SERVICE
AMBULATORY CARE CENTER

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AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES OPHTHALMOLOGY MEDICAL GROUP, INC.
FOR
OPHTHALMOLOGY CLINIC AND SURGICAL SERVICES AGREEMENT AT MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER

This Agreement and Exhibits made and entered into this _____day of _____

by and between the	COUNTY OF LOS ANGELES (hereinafter referred to as "County")
and	LOS ANGELES OPHTHALMOLOGY MEDICAL GROUP, INC. (hereinafter referred to as “Contractor”)

WHEREAS, pursuant to provisions of Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates, through its DHS, a network of County hospitals, Multi-Service Ambulatory Care Centers, Comprehensive Health Centers and Health Centers; and,

WHEREAS, MLK-MACC operates an Ophthalmology Clinic and Surgical Services (hereafter ("OCSS"); and,

WHEREAS, a significant number of Ophthalmology Clinic and Surgical medical provider services must be available to meet the needs of sick or injured County patients requiring treatment at the MLK-MACC OCSS; and,

WHEREAS, County has determined that it has insufficient Urgent Care medical provider staff to provide all the necessary Ophthalmology services at the MLK-MACC OCSS; and,

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor is either Board certified in his or her specialty(ies) or is eligible to take the examination to become Board certified in his or her specialty(ies); and

WHEREAS, Contractor has applied for and been granted membership in Medical Facility's Professional Staff Association and clinical privileges in accordance with such Association's bylaws; and

WHEREAS, Contractor is a provider of Ophthalmology services and is able to provide, either directly, or to arrange for the provision of, Ophthalmology medical provider coverage at the MLK-MACC OCSS; and,

WHEREAS, Contractor is qualified under the laws of the State of California to engage in the business of providing Ophthalmology Clinic and Surgical Services and Contractor's medical providers are qualified and duly licensed under the laws of the State of California to engage in the practice of medicine; and,

WHEREAS, Contractor's medical providers are skilled in the provision of Ophthalmology Clinic and Surgical Services and are qualified to be and prior to the provision of services will be members of and granted privileges by County's Facilities' Professional Staff Association ("PSA") where they exist; and,

WHEREAS, Contractor is willing to provide the services described hereunder for and in consideration of the payments provided under this Agreement and under the terms and conditions set forth herein; and,

WHEREAS, pursuant to Sections 31000 and 26227 of the California Government Code, by Sections 1441, 1445 and 1451 of the California Health and Safety Code, and by Section 2.121.420 of the Los Angeles County Code, County is authorized to contract for these services; and,

WHEREAS, the County has determined that it is legal, feasible, and cost effective to contract for Ophthalmology Clinic and Surgical Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter; and,

WHEREAS, DHS is responsible for administering this Agreement on behalf of the County;

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 base Agreement. 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 Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base Agreement and then to the Exhibits according to the following priority:

EXHIBIT A	Description of Services
EXHIBIT B	Billing, Payment, and Schedule of Rates
EXHIBIT C	County's Administration
EXHIBIT D	Contractor's Administration
EXHIBIT E	Contractor's EEO Certification
EXHIBIT F	Jury Service Ordinance
EXHIBIT G	Safely Surrendered Baby Law
EXHIBIT H	Forms Required Before Work Begins
EXHIBIT I	Contractor's Obligations As a "Covered Entity" Under the Health Insurance Portability Accountability Act of 1996 (HIPAA)
EXHIBIT J	Living Wage Ordinance
EXHIBIT K	Monthly Certification For Applicable Health Benefit Payments
EXHIBIT L	Payroll Statement of Compliance

This base Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement, including the exhibits thereto, shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

If any provision of this Agreement, including any provision in an Exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to such person or circumstance shall not be affected thereby.

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 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 Agreement.

2.2 Contractor's Medical Provider: A licensed emergency physician, family practice/internal medicine physician, physician assistant, and nurse practitioner providing services under this Agreement.

2.3 Contractor Project Manager: The individual designated by the Contractor to administer the Agreement operations after the Agreement becomes effective.

2.4 County Facility: The facility in which medical services are provided and/or administered by the County. For purposes of this Agreement, "County Facility" shall mean the Martin Luther King, Jr., Multi-Service Ambulatory Care Center.

2.5 County Project Director: DHS Chief Medical Officer (CMO) is designated as County Project Director with authority to resolve

contractual and administrative matters relating to this Agreement. The County's Project Director, or designee, is the approving authority for contractor work.

2.6 County Project Manager: MLK-MACC's Medical Director is designated as chief contact person at the County Facility with respect to the day-to-day administration of the Agreement.

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

2.8 Director: Director (Interim or Permanent) of Health Services.

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

2.10 Agreement: County's agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the activities and obligations in the Statement of Work, Exhibit A.

2.11 Description of Services: A written description of services desired by County for a specific service.

3.0 WORK

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

3.2 If Contractor provides any task, deliverable, service, or other work to County other than approved by Contractor Personnel, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF AGREEMENT

This Agreement is effective upon May 1, 2010 by the Board of Supervisors. This Agreement shall expire on April 30, 2013, with provision for two (2) one year options to extend through April 30, 2015, unless sooner terminated, in whole or in part, as provided herein.

5.0 CONTRACT PAYMENT

5.1 All billings by Contractor for OCSS Services rendered pursuant to this Agreement shall be in accordance with the terms and conditions herein and at the rates set forth in Exhibit B, BILLING, PAYMENT AND SCHEDULE OF RATES.

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 Agreement:

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should 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 Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.4 Invoices and Payments

5.6.1 Payment for all work shall be as set forth in Exhibit B, BILLING, PAYMENT AND SCHEDULE OF RATES.

5.4.2 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.3 All work performed by, and all invoices submitted by Contractor must receive written approval by the County Project Manager who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.4 Contractor recognizes that payment by the County is payment in full and that neither Contractor nor any of its Principals shall bill any third party or patient for services for which the County has been invoiced. Further, Contractor shall assure that it and its Principals take whatever steps are necessary to allow the County to bill third parties, including Medicare and Medi-Cal, for services provided pursuant to this Agreement. Such steps include, but are not limited to, completion of reassignment forms.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in *Exhibit C.* The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

DHS Chief Medical Officer (CMO), or designee, shall be designated as County Project Director with authority to resolve contractual and administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager. The County's Project Director, or designee, is the approving authority for contractor work.

6.2 County's Project Manager

MLK-MACC's Medical Director, or designee, shall be designated as the primary contact person at the County Facility with respect to the day-to-day administration of the Agreement.

7.0 ADMINISTRATION OF AGREEMENT-CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit D.* 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 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in *Exhibit D*. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. In addition to any obligations set forth in Exhibit A, Description of Services, Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

7.4.1 Contractor is responsible to ensure that Contractor's Medical Providers have obtained a County ID badge before they are assigned to work in the County Facility. Such individuals may be asked to leave the County Facility by a County representative if they do not have the proper County ID badge on their person.

7.4.2 Contractor shall notify the County within one business day when Contractor's Medical Provider is terminated from working under this Agreement. Contractor shall retrieve and return the terminated individual's County ID badge to the County Facility on the next business day after the individual has terminated from working with the Contractor.

7.4.3 If County requests the removal of a Contractor's Medical Provider, Contractor shall retrieve and return an the individual's ID badge to the County on the next business day after the individual has been removed from working on the County's Agreement.

7.5 Background and Security Investigations

7.5.1 At any time prior to or during the term of this Agreement, the County shall require that all Contractor's Medical Providers performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County-performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless of whether the Contractor's Medical Provider passes or fails the background clearance investigation.

7.5.2 If Contractor's Medical Provider does not pass the background clearance investigation, the County may request that such individuals be immediately removed from working on this Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's Medical Provider any information obtained through the County's background clearance investigation.

7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to any of Contractor's Medical Providers who do not pass such investigation to the satisfaction of the County, or whose background or conduct is incompatible with County Facility access, or both.

7.5.4 Disqualification, if any, of Contractor's Medical Providers pursuant to this sub-paragraph 7.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

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

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

7.6.3 The Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the *"Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit H-2.*

7.6.4 The Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the *"Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit H-1.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The Director, or his designee is authorized to execute and approve amendments in the form of Administrative Amendments. Such Amendments may result in the extension of the Agreement for up to two additional one-year periods, and add and/or change certain terms and conditions in the Agreement during the term of the Agreement as required by the Board of Supervisors.

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 Agreement during the term of this Agreement. 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 requirements, a written Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director, or his/her designee.

8.2 Assignment and Delegation

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, 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 Agreement shall be deductible, at County's sole discretion, against any 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 Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 If 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 Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Agreement 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 Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Intentionally Omitted

8.5 Compliance with Applicable Law

8.5.1 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 Agreement are hereby incorporated into this Agreement by reference.

8.5.2 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.

8.6 Contractor Performance During Civil Unrest or Disaster

The Contractor recognizes that health care facilities maintained by the County, including shelters and relief facilities operated by the County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractors' Medical Providers shall continue to provide Services at County Facility, and if requested to do so by director, shall also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection, or civil unrest, so long as performance remains physically possible.

The Director shall provide the Contractor with an explanation of the UCC Services and responsibilities of the Contractor in the event of a disaster or other similar event, riot, insurrection, or civil unrest.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program

This Agreement 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 F* and incorporated by reference into and made part of this Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 sub-paragraph, "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 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 Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's

satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such employee to influence the selection process of this Agreement or any competing Agreement, 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 Agreement. 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.

8.8.2 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 Agreement. 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 sub-paragraph 8.8 shall be a material breach of this Agreement.

8.9 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 Agreement 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 Agreement.

8.10 Consideration of Hiring Gain/Grow Program Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, 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 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.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 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 this Agreement, 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.

8.11.3 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.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, DHS 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 Contractor Hearing Board.
2. The 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 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 DHS 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 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 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 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 Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 Contractor Hearing

Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The 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 Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 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.

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who

benefit financially from the County through Purchase Order or Agreement 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.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement 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).

8.14 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement 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 Agreement or impose other penalties as specified

in this Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

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

8.15.2 If 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 Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

8.16.1 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 Agreement 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.

8.16.2 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 Agreement.

8.17 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 sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 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.

8.19 Intentionally Omitted

8.20 Governing Law, Jurisdiction, and Venue

This Agreement 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 Agreement and further agrees and consents that venue of any action brought hereunder

shall be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

8.21.1 This Agreement 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement 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.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement 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 Agreement.

8.22 County Professional Liability Indemnification:

8.22.1 County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this

Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's MLK-MACC, in the performance of Contractor's professional obligations under this Agreement.

8.22.2 County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

8.22.3 Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to MLK-MACC's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other

disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

8.22.4 County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal

defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the medical incident.

8.23 County General Liability Indemnification:

As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's MLK-MACC to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages. Nor shall this indemnification cover claims or actions against Contractor arising from Contractor's or his or her employees' negligent use of an automobile or other motor vehicle.

8.24 Contractor Indemnification:

With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees),

arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.24.1 County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 6.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim. In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

8.24.2 The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

8.25 General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this

Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense. Contractor shall also provide evidence of malpractice insurance coverage.

8.25.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles/Health Services Administration
Attention: Penelope Ornelas, Contract Analyst
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012

prior to commencing services under this Agreement.

Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- 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 Agreement; 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 Agreement upon which the County may immediately terminate or suspend this Agreement. 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 Agreement 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 Agreement.

- Any injury to a Contractor employee, agent or subcontractor that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County 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 Agreement.

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 Agreement, 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 Agreement meet the insurance requirements of this Agreement 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 arising from any error, omission negligent wrongful act of Contractor, its officers or employees with limits of not less than $ 1 million per occurrence and $2 million aggregate. The coverage also shall provide an extended two year reporting period

commencing upon termination or cancellation of this Agreement.

8.27 Intentionally Omitted

8.28 Intentionally Omitted

8.29 Licenses, Permits, Registrations, and Certifications

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

8.30 Nondiscrimination in Services

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, marital status, or political affiliation, and shall act in accordance with all non-discrimination requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is not equivalent, or is not provided in an equivalent manner at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which

persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, marital status, or political affiliation.

8.31 Nondiscrimination and Affirmative Action

8.31.1 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.

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

8.31.3 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.

8.31.4 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.

8.31.5 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 Agreement or under any project, program, or activity supported by this Agreement.

8.31.6 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 sub-paragraph 8.29 when so requested by the County.

8.31.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that 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 Agreement.

8.31.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, 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 Agreement.

8.32 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources, nor shall it restrict County from using its personnel to provide OCSS medical provider services.

8.33 Notice Of Delays

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

8.34 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director, or designee shall resolve it. Director's decision on such dispute shall be final.

8.35 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.

8.36 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 G* of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 Notices

All notices or demands required or permitted to be given or made under this Agreement 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 *Exhibit C, County's Administration and Exhibit D, Contractor's Administration.* Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.38 Prohibition Against the Recruitment of County Employees

Except as may be otherwise expressly stated to the contrary herein, the Contractor and the Contractor's employees, officers, agents, medical providers or independent contractors shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of the Contractor, while Contractor, its employees, officers, agents, medical providers or independent contractors are at County Facility. Any such attempt at hiring or recruitment of any County employee by the Contractor, its employees, officers, agents, medical providers or independent

contractors shall constitute a material breach of this Agreement upon which the County shall immediately terminate this Agreement.

8.39 Public Records Act

8.39.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Interest used for this Agreement, 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" and such other exceptions as are recognized by law. 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.

8.39.2 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 Statement of Interest 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.

8.40 Publicity

8.40.1 The Contractor shall not disclose any details in connection

with this Agreement 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 Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, 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.

8.40.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been selected to participate in providing services described in this Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.38 shall apply.

8.41 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement 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 Agreement. 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 Agreement. 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 Agreement and for a period of five (5) years after the last payment is made for services provided on this Agreement 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.

8.41.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement 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 Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.41.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an

audit of the Contractor regarding the work performed under this Agreement, 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 Agreement 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 Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.41.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's

non-County agreements. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, 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 materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information 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 materials and information at such other location.

8.42 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 Agreement.

8.43 Subcontracting

8.43.1 The requirements of this Agreement 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 Agreement.

8.43.2 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.

8.43.3 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 Contractor employees.

8.43.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.43.5 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 Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.43.6 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.

8.43.7 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.

8.43 .8 Before any subcontractor employee may perform any work hereunder, 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:

County of Los Angeles/Department of Health Services
Attention: Penelope Ornelas, Contract Analyst
Contracts and Grants Division
313 North Figueroa St., 6th Floor East
Los Angeles, CA 90012

8.44 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 sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.45 Termination for Convenience

8.45.1 Either Party may terminate this Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the party to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the other party 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 thirty (30) calendar days after the notice is sent if County issues such notice of termination or one hundred eighty (180) calendar days after the notice is sent if Contractor issues such notice of termination.

8.45.2 County may terminate this Agreement, in whole or in part, from time to time or permanently, 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 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.

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

- Stop work under this Agreement, on the date identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.46 Termination for Default

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

- Contractor has materially breached this Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any work issued under this Agreement, or of any obligations of this Agreement 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.

8.46.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 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 Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.46.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 if its failure to perform this Agreement 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 sub-paragraph 8.44.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.46.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 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 sub-paragraph 8.43 - Termination for Convenience.

8.46.5 The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.47 Termination for Improper Consideration

8.47.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement 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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. 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.

8.47.2 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's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.48 Termination for Insolvency

8.48.1 The County may terminate this Agreement 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.

8.48.2 The rights and remedies of the County provided in this sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.49 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 Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.50 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement 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.

8.51 Validity

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

8.52 Waiver

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

8.53 Warranty Against Contingent Fees

8.53.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement 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.

8.53.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement 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 Compliance with Health Insurance Portability and Accountability act of 1996:

9.1.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

9.1.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on

County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

9.1.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security.

9.1.4 Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

9.2 Contractor's Exclusion from Participating in a Federally Funded Program

Contractor hereby warrants that neither it nor any of Contractor's Medical Providers are restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor's Medical Provider's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its medical providers barring it or the medical providers from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar

is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its medical providers from such participation in a Federally funded health care program. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of agreement upon which County may immediately terminate or suspend this Agreement.

9.3 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or Contractor's Medical Providers either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

9.4 Staff Performance While Under The Influence

Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair her/his physical or mental performance.

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Rules and Regulations

During the time that Contractor's Medical Providers are at the County Facility, such individuals shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint its medical providers who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its medical providers from the provision of services hereunder upon receipt of oral or written notice from Director that (1) such person has violated said rules or regulations, or (2) such person, while on County premises, may harm County patients.

9.8 Restrictions on Lobbying

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certifications and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors and Affiliated Medical Providers or Affiliated Principals receiving funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

9.9 Unlawful Solicitations

Contractor shall inform all of its employees providing Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3,

commencing with section 6150, of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, agents, or volunteers. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

9.10 Compliance with the County's Living Wage Program

9.10.1 Living Wage Program

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Agreement.

9.10.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.10.2 under the Agreement:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than

$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Agreement. "Full-

time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall

immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different agreements between the Contractor and the County (of which both agreements are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.10.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each

of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit K and Exhibit L*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.10.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Agreement, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's agreement with the County, but instead applies

to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.10.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.10.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.10.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. <u>Remedies For Submission of Late or Incomplete Certified Monitoring Reports</u>. If the Contractor submits a certified monitoring report to the County after the date

it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion,

assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include

required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach, in

accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.10.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Agreement unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.10.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

9.10.10 Contractor Standards

During the term of the Agreement, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.11 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

9.11.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.11.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.12 Termination for Breach of Warranty to Maintain Compliance With County's Defaulted Property Tax Reduction Program

9.12.1 Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.18 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which

County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and seal of said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

SACHI A. HAMAI,
Executive Officer, Board
of Supervisors of the
County of Los Angeles

By _____
Deputy

CONTRACTOR

By_____
Signature

_____
Printed Name

_____
Title

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

By _____
Deputy

EXHIBIT A

OPHTHALMOLOGY CLINIC AND SURGICAL SERVICES AGREEMENT

DESCRIPTION OF SERVICES

1.0 DEFINITIONS:

1.1 Board Eligible: "Board Eligible" shall mean a resident who has completed their training in the specialty field of Ophthalmology and/or Optometry.

1.2 Shift: A "shift" consists of eight consecutive hours. There are two shifts in a sixteen (16) hour day.

1.3 Patient Visit: "Patient visit" shall mean a face-to-face encounter between a patient and a Ophthalmology Clinic and Surgical Services (OCSS) Medical Provider who shall exercise independent judgment in the provision of preventive, diagnostic or treatment services. A "patient visit" shall be evidenced by a completed Encounter Form, substantially similar to the HCFA 1500, the 937P, or other forms requiring comparable Encounter Data, a copy of any such form shall be placed in the patient's medical record.

1.4 Follow-Up Patient Visit: "Follow-Up Patient Visit" shall mean a face-to-face encounter between a patient and a OCSS Medical Provider who shall exercise independent judgment in the provision

of preventive, diagnostic or treatment services, for such services that directly emanate from an initial “Patient Visit”. A “Follow-Up Patient Visit” shall be evidenced by a completed Encounter Form.

1.5 Clinic Services: "Clinic Services” shall mean those patient visits provided in a General Ophthalmology clinical setting. Clinic Services shall be provided on a five (5) day per week basis, Monday through Friday, for up to one shift (eight [8] consecutive hours) per day. During the term of this Agreement, Contractor shall provide Clinic Services, including urgent and surgical procedures. Contractor shall not provide elective surgical procedures; however, shall perform urgent and emergent surgical procedures in order to preserve vision or prevent irreversible vision loss.

1.6 Physician: “Physician” shall mean one who is Board Certified or Board Eligible in the specialty of Ophthalmology.

1.7 OCSS Medical Director: Contractor’s “Medical Director” shall be the principal point of contact with the County and shall be available either on-site or by telephonic contact on a (16) sixteen hour, 7 day basis, on OCSS administrative duties and may also perform direct patient care in the OCSS.

1.8 OCSS Project Manager: Contractor’s “Project Manager” shall be responsible for Contractor’s day-to-day activities as related to this Agreement.

1.9 OCSS Clinic Chief: Same as OCSS Medical Director.

1.10 OCSS Quality Assurance: OCSS Quality Assurance shall provide overall administrative and coordinative support with Quality Improvement Program (QIP) at MLK-MACC as assigned by Lead Physician of Ophthalmology.

1.11 OCSS Ophthalmic Technician: Ophthalmic Technician shall perform a variety of diagnostic tests to the eyes, including visual fields, as an aid to physicians in the diagnosis and treatment of eye disease and disorders of vision under the direction of the Clinic Chief.

1.12 OCSS Physician/Specialists – General Ophthalmology: A "Physician Specialist" who has completed an approved General Ophthalmology training program and is currently licensed and certified to practice as a Physician Specialist in California and is Board certified or has recently completed a residency or fellowship training program and will obtain Board Certification within two years of completion of the training program.

1.13 OCSS Specialists: Physician Specialists who have completed an approved General Ophthalmology training program and are currently licensed and certified to practice as a Physician Specialist in California and is Board certified or has recently completed a residency or fellowship training program and will obtain Board Certification within two years of completion of the training program.

1.14 OCSS Optometrist: An "Optometrist" who is Board Certified

in the specialty of optometry.

2.0 <u>SERVICES TO BE PROVIDED</u>:

Contractor shall arrange for the provision of Ophthalmology ("Ophthalmology") medical services at MLK-MACC by Contractor's physicians and Ophthalmic Technicians. Such services shall include staffing the Ophthalmology clinic and the provision of Ophthalmology surgery, as necessary, and as follows:

2.1 <u>Ophthalmology Clinic</u>:

Provision of one (1) or two (2) physicians for clinic coverage for weekdays for the period of May 1, 2010 through April 30, 2011 – not including Monday May 31, 2010 - Memorial Day; July 5, 2010, Fourth of July Holiday; Monday, September 6, 2010, Labor Day; Monday, October 11, 2010, Columbus Day; Thursday, November 11, 2010, Veterans Day; Thursday, Friday, November 25 & 26, 2010, Thanksgiving Holiday; Friday, December 24, 2010, Christmas Day; and Friday, December 31, 2010, New Year's Eve; Monday, January 17, 2011, Martin Luther King, Jr. Day; and Monday, February 14, 2011, Presidents' Day.

2.2 <u>Clinic Chief</u>:

2.2.1 Administrative services shall be provided in the form of an Ophthalmology Medical Director who shall serve as the primary contact between Contractor and MLK-MACC.

Contractor's Medical Director or designee shall be available either on-site or by telephonic contact on a sixteen (16) hour/seven (7) day basis, including holidays, for calls from Urgent Care.

2.3 <u>Office Administration Deliverables</u>

2.3.1 Contractor shall also provide additional administrative staff, as Contractor determines, to perform services required under this Agreement.

Contractor is responsible for the successful management and operation of the Ophthalmology Clinic. Provides ophthalmologists and/or surgical specialists with resources necessary to meet needs of patients and meet the objectives of practice and group. Additionally:

- Responsible for profit and loss performance of the clinic operations. Participates in budget creation and expense management.

- Collaborates with Human Resources to ensure personnel policy development and communication to staff to achieve consistency in labor and employee relations.

- Maintain record of DHS policies related to HR requirements related licensure/re-appointments, etc.

- Selects and hires employees according to established guidelines. Monitors, coaches, develops/evaluates performance of staff on an on-going basis in accordance with applicable performance standards.

- Responsible for assuring customer/patient

services needs are met. Monitors patient service feedback and contributes to the process of resolving complaints and service issues. Plans and initiates process improvement opportunities.

- Responsible for maintaining and updating all DHS/State and Federal regulatory training and compliance. Coordinates cleanliness and safety of working environment.

- Serves as timecard monitor along with Medical Director to document accuracy of reporting and invoices preparation from all billable services.

- Coordinates and communicates physicians' scheduling, time-off, changes and coverage, meetings and preparation of minutes of meetings.

- Responsible for preparing reports to the Medical Director and CEO, periodic and/or as-needed.

2.4 <u>Quality Assurance</u>

2.4.1 Provide overall administrative and coordinative support

with Quality Improvement Program at MLK-MACC,

including:

a. Patient Satisfaction Surveys
b. Ophthalmology Clinic Waiting Time
c. Accuracy and Timeliness of Medical Record Completion
d. Contractor-staff (e.g. nursing, clerical, and ancillary, etc.)
e. Number of walk-in patients; no shows, and referrals
f. Time from referral for diabetes/retinopathy to evaluation
g. Periodic chart reviews
h. Health insurance portability and accountability act of 1996
i. Medicine reconciliation
j. Post operation infection rate
k. Complication rates
l. Monitoring of surgical pause
m. Wrong site procedure
n. Physician cycle time/productivity
o. Monitoring for unapproved abbreviations
p. Operation reports signed timely
q. Identify compliance officer/Quality improvement

2.5 Both parties to this Agreement acknowledge that Contractor's ability to staff Ophthalmology services at MLK-MACC is partially related to the Ophthalmology service volume. County agrees to promptly (within 24 hours) notify Contractor of any decision that will impact the service volume in any way.

2.5.1 Contractor shall ensure the managing, discharging of, and consulting for Ophthalmology outpatients at MLK-MACC, to include after-hour (weekend, holidays, etc.) review and disposition of critical and abnormal laboratory and radiology tests results for MLK-MACC Ophthalmology Clinic outpatients treated earlier. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to MLK-MACC's Medical Director shall be assigned to MLK-MACC.

2.6 **Monitoring of Ophthalmology Facility Quality Indicators:** County agrees to support the prompt adoption of standardized order sets and forms that have been developed and/or reviewed by Contractor's Medical Director and approved by Administrator in order to ensure that evidence based practice guidelines are developed and implemented.

2.7 <u>Referrals</u>:

In the event that the physician on duty determines that there is an immediate need for a higher level of care, Contractor shall initiate the appropriate referral of the outpatient to another appropriate institution which provides the required level of care, in a timely fashion.

2.7.1 Ophthalmology medical services shall be performed only for County patients and shall be under the direction of MLK-MACC's Medical Director. MLK-MACC shall retain professional and administrative responsibility for the services provided under this Agreement. Such services include, but are not limited to, the following: Ophthalmology medical services as set forth in this Paragraph 2, with specific times, places, and dates scheduled in advance, in writing, and agreed upon by MLK-MACC's Medical Director, or his designee, and Contractor's Ophthalmology Medical Director.

3.0 <u>CONTRACTOR RESPONSIBILITIES</u>:

3.1 <u>Medical Staffing</u>:

Contractor shall provide staffing for Ophthalmology which shall include, at a minimum, sufficient staff (physicians) to provide clinical medical services. Administrative staff shall be provided as Contractor determines.

3.1.1 Staff shall include, at a minimum:

Ophthalmology Clinic

1 Physician for each Ophthalmology Clinic session. There are two sessions per day (am and pm sessions) and clinic is held 5 days per week.

3.2 Coverage:

3.2.1 Contractor shall ensure that there is physician coverage as described in this Agreement, in the Ophthalmology Clinic of MLK- MACC. Such coverage shall include sufficient on-site, full time physicians, to provide medical services to the Ophthalmology Clinic of MLK-MACC. "Sufficient staff" means that at least one physician shall provide on-site coverage for each shift in the Ophthalmology Clinic. The Ophthalmology physicians shall be responsible for all Ophthalmology medical services including, but not limited to, those outpatient care services listed herein.

Physicians in the Ophthalmology Clinic shall render medical services within the community standards of medical practice to patients arriving at the Ophthalmology Clinic. Physicians shall screen, provide treatment as necessary to stabilize each patient's condition, and recommend follow-up care to patients, as appropriate.

3.3 <u>Physician License</u>:

Contractor shall ensure that each of its Physicians is duly licensed to practice medicine in the State of California, and Board certified or Board eligible in his or her particular specialty. Contractor shall assure that the physicians who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for his/her specialty, as defined by MLK-MACC.

3.4 <u>Maintenance of Standards</u>:

Contractor shall maintain the standards necessary for accreditation and California Code of Regulations, Title 22, and Federal Medicare conditions of participation compliance for the physician components of the applicable services.

3.4.1 Contractor shall perform all services hereunder in accordance with all applicable and accepted professional and ethical standards of the medical profession and that such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of MLK-MACC, and of the professional staff association of MLK-MACC.

3.4.2 Contractor shall ensure that all physicians providing medical services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission.

3.5 <u>Ophthalmology Medical Director</u>:

Contractor shall designate an Ophthalmology Medical Director who will be the principal point of contact with the County. The appointment of the Ophthalmology Medical Director shall be approved by MLK-MACC's Medical Director.

3.5.1 The Ophthalmology Medical Director shall be duly licensed to practice medicine in the State of California, and Board certified. The Ophthalmology Medical Director shall have demonstrated outstanding clinical, management, leadership and communication skills. The Ophthalmology Medical Director shall have the ability to work effectively with other medical personnel and to participate in diverse management teams. Further, the Ophthalmology Medical Director shall demonstrate general business and financial management skills, including expertise in risk management, compliance, COBRA and The Joint Commission issues, as applicable, and customer service.

3.6 <u>Professional Services Compensation:</u>

Contractor shall consider payment by County to be payment in full for all services. Contractor, including its principals and Ophthalmology personnel, shall not bill any patient or any payor for services rendered pursuant to this Agreement and Contractor shall assure that its principals and Ophthalmology personnel take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal.

3.7 <u>Financial Screening Staff</u>:

Contractor shall cooperate with County's efforts to identify the patient's financial resources in the Ophthalmology, to the extent allowed by law.

3.8 <u>Recruitment</u>:

3.8.1 Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by MLK-MACC. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to providing services hereunder, and report to MLK-MACC's Medical Director all adverse reports related to medical malpractice and disciplinary action involving that physician.

3.8.2 Contractor shall provide MLK-MACC with Curriculum Vitae for each physician seeking to provide services under this Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by County MLK-MACC's staff designated by the Administrator.

3.9 <u>Infection Control</u>:

3.9.1 If any of Contractor's physicians is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the MLK-MACC Infection Control personnel or its successor to each facility where the physician is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

3.9.2 If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any Contractor physician during the usual incubation period for such infectious disease, the facility treating the patient shall report such occurrence to Contractor if the law so permits.

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

3.10 <u>Physical Examinations/Immunizations</u>:

Contractor shall ensure that each physician who performs patient care services under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform annual physical examinations, on an annual or biannual basis, as required by The Joint Commission and section 70723, Title 22, California Code of Regulations and shall provide Administrator at all reasonable times, upon request, with evidence that each such person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest X-ray and/or annual TB skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. 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.

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

3.10.2 Contractor's physician not having completed one or more of the above tests may choose to obtain such tests at MLK-MACC, at Contractor's or the physician's expense, if such tests are offered by MLK-MACC. In such event, the time Contractor's personnel spend obtaining such required tests may not be billed to County.

3.11 <u>Department Of Health Services Risk Management Information Handbook</u>:

Contractor's physicians assigned to MLK-MACC hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3.12 <u>Quality Indicators</u>:

Contractor shall participate in MLK-MACC's Quality Improvement Program ("QIP") and shall establish Quality Indicators in conjunction with MLK-MACC's QIP. Examples of such Quality Indicators may include, but not be limited to, the following:

1. Ophthalmology Clinic Waiting Time
2. Accuracy and Timeliness of Medical Record completion
3. Contractor-Staff (e.g., nursing, clerical, and ancillary, etc.) relationships surveys

3.13 Written Schedule:

Contractor's OCSS Medical Director shall prepare, on a monthly basis and in consultation and collaboration with MLK-MACC's Medical Director or his designee, a written schedule of Ophthalmology coverage for shifts requiring Contractor coverage. Such schedule shall be presented in duplicate for review and approval by the MLK-MACC Medical Director prior to the first day of the scheduling month.

3.14 Other:

Contractor shall ensure that its physicians provide nontraditional services in Ophthalmology to include, but not be limited to, phone consultations with Urgent Care or other MLK-MACC clinicians and pharmacies regarding patient prescriptions.

4.0 PHYSICIAN REQUIREMENTS:

4.1 Licenses:

All physicians providing medical services hereunder shall provide MLK-MACC Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such physician is first assigned to said County Facility.

4.1.1 All physicians providing medical services hereunder must meet the credentialing criteria set forth in the credentialing process prior to providing medical services under this

Agreement. The MLK-MACC Medical Director shall verify the current status of each physician's license, medical clearance(s), credentials, and certifications, as appropriate, when such physician is first assigned to such MLK-MACC. MLK-MACC shall refuse utilization of any physician who does not meet MLK-MACC's credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

4.1.2 In the event MLK-MACC inadvertently utilizes the services of a physician who lacks the appropriate licenses, credentials, and certificates, as appropriate, MLK-MACC shall not pay for any time worked by that physician.

4.1.3 Failure to maintain 100% compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

4.2 <u>Bloodborne Pathogens Training</u>:

All physicians providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") Bloodborne Pathogens Programmed Instruction packet prior to providing services under this Agreement.

Cardio-Pulmonary Resuscitation Certification: If not Board certified, all physicians providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

4.3 MLK-MACC Required Records

Contractor shall ensure that its physicians fully cooperate with MLK-MACC in completing certain records, as requested by Administrator. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement.

5.0 COUNTY RESPONSIBILITIES:

5.1 Nursing and Support Staff

County shall provide all needed nursing and support staff for the Ophthalmology Clinic at MLK-MACC. County shall also provide all needed ancillary services for the Ophthalmology Clinic at MLK-MACC to include, but not be limited to:

1. general laboratory support
2. radiological imaging support
3. pharmaceutical and surgical supplies
4. pharmacy support
5. digital imaging and angiography services

6. materials management and medical records supplies

7. ocular pathology for all histo-pathological specimen analyses for surgical special evaluation

5.2 Medical Director of MLK-MACC shall assure that Ophthalmology medical services, as identified on the Contractor's monthly written schedule, were indeed provided and that MLK-MACC maintains appropriate time records to reflect the provision of same. MLK-MACC shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for the purposes of inspection and audit.

5.3 County shall provide supplies, desk, telephone, and other clerical supplies for physicians' usage.

6.0 <u>PERSONNEL</u>:

6.1 MLK-MACC's Medical Director may refuse the provision of service by, or the assignment of, any of Contractor's personnel, in his or her sole discretion, during the term of this Agreement. Contractor agrees to accept and abide by any decision of MLK-MACC and promptly shall remove any such personnel from service under this Agreement. After prompt removal of such personnel by Contractor, Contractor may appeal the MLK-MACC decision within five (5) calendar days of prompt removal of such personnel, in writing to the Department's Medical Director, whose decision shall be final.

6.1.1 Contractor may discipline or terminate any physician, without cause, in its sole discretion, during the period of physician's

assignment to MLK-MACC. County agrees to accept and abide by any decision of Contractor.

6.1.2 In any of the above cases, Contractor may bill MLK-MACC for the actual hours worked by said individual prior to his/her removal.

6.2 The intent of the parties is to communicate in good faith regarding problems involving Contractor-assigned personnel.

6.3 MLK-MACC may refuse assignment of a physician who has previously been requested to be removed from the provision of services by any other County facility.

6.4 Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's personnel who experience an industrial accident (e.g., needle stick) while working at County Facility. In the event one of Contractor's personnel receives a needle stick, such physician may seek immediate medical care at MLK-MACC at Contractor's expense. Follow-up for personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control and State guidelines and is the responsibility of Contractor and the individual physician.

7.0 <u>STANDARDS OF CARE</u>:

7.1 County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director

to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.

8.0 PARKING SPACE:

When providing services at a MLK-MACC hereunder, Contractor's personnel shall be furnished by Administrator with a maximum of two assigned parking areas at the MLK-MACC, if available.

EXHIBIT B

BILLING, PAYMENT AND SCHEDULE OF RATES

OPHTHALMOLOGY CLINIC AND SURGICAL SERVICES AGREEMENT

1.0 BILLING AND PAYMENT:

Contractor shall bill County monthly in arrears, in accordance with the terms, conditions, and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of Ophthalmology Clinic And Surgical Services Agreement ("Ophthalmology") services (procedures) provided, name of the personnel who provided services, dates, the number of hours services were provided, the number of patient visits on a daily basis – by provider, including the provider's name and staff position, the total number of patient visits provided in the billing period, and any other charges or credits, as set forth in this Agreement. All invoices must be accompanied by a completed written schedule, as referenced in Exhibit "A" paragraph 3, (CONTRACTOR RESPONSIBILITIES), for the billing month.

1.1 Billings shall be made and forwarded to Martin Luther King, Jr. Multi-Service Ambulatory Care Center ("MLK-MACC") to the

attention of the Expenditure Management Division promptly on a monthly basis. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by MLK-MACC, will be returned to Contractor for correction before payment is made.

1.1.1 Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.

1.1.2 In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination. All unpaid past due balances, including payment for all unpaid services provided according to the terms of this Agreement before the termination date, shall be due and payable in accordance with the time frames set forth in this Paragraph.

2.0 THIRD PARTY BILLING:

Contractor, including its principals, agents, and employees, shall consider payment by the County to be payment in full for such services and shall not bill any patient or any payor for services rendered pursuant to this Agreement. Contractor also agrees to assure that its physicians take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal.

2.1 Contractor agrees that County will bill for all third party payors for patients receiving medical services under this Agreement, and that Contractor has no claim on such third party payments.

3.0 ENCOUNTER DATA:

Contractor shall ensure that its physicians fully cooperate with MLK-MACC in the billing processes which include completing patient Encounter Data, as requested by Administrator. Such Encounter Data shall be substantially similar to the HCFA 1500, the 937P, or other forms requiring comparable Encounter Data.

4.0 PAYMENT AMOUNT:

4.1 Clinic Services:

County shall compensate Contractor on an hourly basis for physician and optometrist professional services in the Ophthalmology Clinic using the rates set forth in Schedule 1, which

is incorporated into this Exhibit B by reference. Contractor shall exclude from hours claimed under these hourly rates all time spent preparing for, or performing ophthalmologic procedures, which services shall be compensated in accordance with Paragraph 4(B) below. Time associated with post procedure care occurring on the same day as the procedure, shall also be excluded. Contractor shall only bill and County will only pay for hours actually worked by physicians; payment will not be made based on scheduled hours.

4.1.1 Regardless of the actual number of hours worked by the physicians and optometrists, County shall not compensate Contractor for more hours by any category of personnel in any month than the maximum number of hours set forth in Schedule 1. However, County, at its sole election, may compensate Contractor for additional hours above the monthly maximum if, in the previous month, Contractor's hours were below the monthly maximum, so long as aggregate paid hours for the two months does not exceed the maximum number of hours for the two months combined.

4.2 <u>Surgical Procedures:</u>

County shall compensate Contractor for ophthalmologic procedures at the rate of One Thousand Dollar ($1,000) for each separately

billable procedure. This rate constitutes payment in full for the preparation for and performance of such procedures, as well as post procedure care occurring on the same day as the procedure. A procedure is considered separately billable if: (1) it is listed in the Common Procedure Terminology manual as a separate service (i.e. it has it own code), and (2) Medicare pays for the service distinctly from other care.

4.3 Administrative and Support Services:

County shall compensate Contractor for the administrative and support services provided under this Agreement by the Contractor Medical Director, quality improvement assistant, office administrator, and the ophthalmic technicians on an hourly basis using the rates set forth in Schedule 1. County will only pay, and Contractor will only bill County for time related to the direct provision of services. Time associated with availability, travel, meals or other similar non-productive activities shall be excluded.

Regardless of the actual number of hours worked by the administrative and support personnel, County shall not compensate Contractor for more hours by any category of personnel in any month than the maximum number of hours set forth in Schedule 1. However, County, at it sole election, may compensate Contractor

for additional hours above the monthly maximum if, in the previous month, Contractor's hours were below the monthly maximum, so long as aggregate paid hours for the two months does not exceed the maximum number of hours for the two months combined.

4.4 Complete Rates:

The rates set forth in Schedule 1 include compensation for employee benefits, taxes, insurance and other employee related expenses, and constitute the complete and exclusive rate of payment for such services.

4.5 Assurances:

MLK-MACC Medical Director shall assure that such medical services were indeed provided and that MLK-MACC maintains appropriate time records and Encounter Data to reflect the provision of same.

4.6 Gratuitous Efforts:

Contractor agrees that should any physician perform services not requested and specified in Exhibit "A", such services shall be deemed to be a gratuitous effort on the part of Contractor and the physician, and neither party shall have any claim against County for such services.

/

SCHEDULE 1

THE LOS ANGELES OPHTHALMOLOGY MEDICAL GROUP, INC.
OPHTHALMOLOGY CLINIC AND SURGICAL SERVICES
MAY 1, 2010 THROUGH APRIL 30, 2011

RATE SHEET

PERSONNEL/POSITION TITLES	No. of Positions	Hourly Rate*	Maximum Allowed Hours Per Month	Monthly Clinic Expenses	Annually
Clinic Staff:					
Clinic Chief @ 21.9653% FTE	1	$225.00	38.00	$8,550	
Quality Assurance @ 50% FTE	1	36.25	86.50	$3,136	
Ophthalmic Technicians	2	32.50	173.00	$11,245	
Office Administrator	1	35.00	173.00	$6,055	
	5			$28,985.63	$347,827.50
PHYSICIANS/SPECIALISTS					
General Ophthalmology		$225.00	208.00	$46,800	
Specialists		225.00	134.33	$30,224	
Optometrist		65.00	69.33	$4,506	
				$81,530.70	$978,368.40
Total Monthly Budget				$ 110,516.33	$1,326,195.90
SURGICAL PROCEDURES					
$1,000 Per Allowable Procedures				$ 155,282.01	$1,863,384.10
			Total:	**$ 265,798.33**	**$3,189,580.00**

EXHIBIT C

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: LOS ANGELES OPHTHALMOLOGY MEDICAL GROUP, INC.

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: TO BE DETERMINED

Title: Chief Medical Officer

Address: 313 N. Figueroa Street, Los Angeles, CA 90012

Telephone: (213) 240-8344 Facsimile: (213) 202-5991

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: Angela Nossett, M.D.

Title: MLK-MACC Medical Director

Address: 12021 S. Wilmington Avenue, Los Angeles, CA 90059

Telephone: (310) 668-4501 Facsimile: (310) 632-3748

E-Mail Address: anossett@dhs.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Barbara Franzreb

Title: MLK-MACC Programs Administrator

Address: 12021 S. Wilmington Avenue, Los Angeles, CA 90059

Telephone: (310) 668-4508 Facsimile: (310) 632-3748

E-Mail Address: bfranzreb@dhs.lacounty.gov

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: LOS ANGELES OPHTHALMOLOGY MEDICAL GROUP, INC.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Richard Casey, M.D.
Title: President & CEO
Address: P.O. Box 90619, Los Angeles, California 90009

Telephone: (310) 668-4531
Facsimile: (310) 898-3480
E-Mail Address: **rcasey@dhs.lacounty.gov**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Yan Mui
Title: Office Administrator
Address: P.O. Box 90619, Los Angeles, California 90009

Telephone: (310) 668-4531
Facsimile: (310) 898-3480
E-Mail Address: **ymui@dhs.lacounty.gov**

Name: Rosario Agmata
Title: Chief Financial Officer
Address: P.O. Box 90619, Los Angeles, California 90009

Telephone: (323) 563-4984
Facsimile: _____
E-Mail Address: **rbagmata@verizon.net**

Notices to Contractor shall be sent to the following:

Name: Richard Casey, M.D.
Title: President & CEO
Address: P.O. Box 90619, Los Angeles, California 90009
Telephone: (310) 668-4531
Facsimile: (310) 898-3480
E-Mail Address: **rcasey@dhs.lacounty.gov**

EXHIBIT E

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

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)

SAFELY SURRENDERED BABY LAW

EXHIBIT G

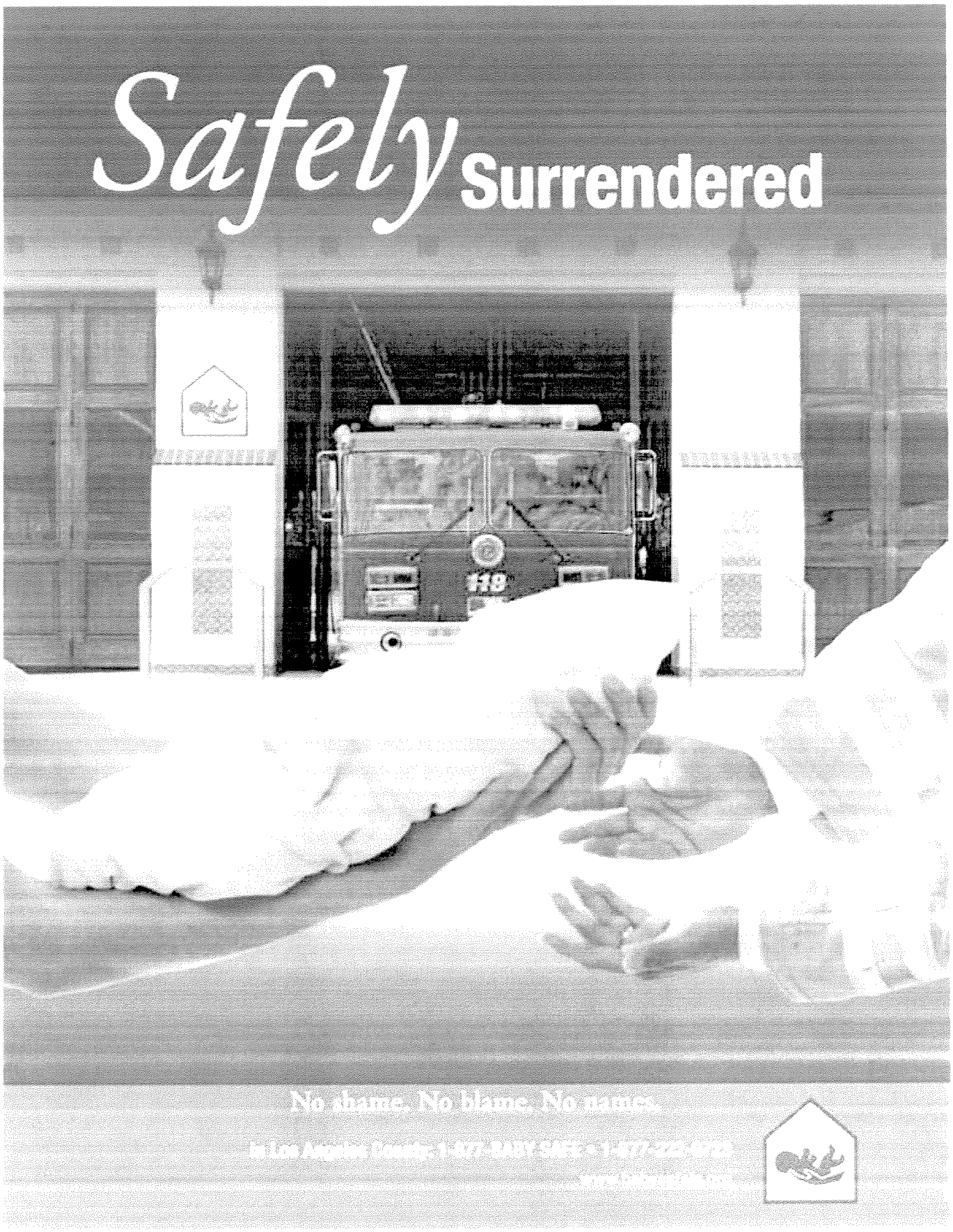
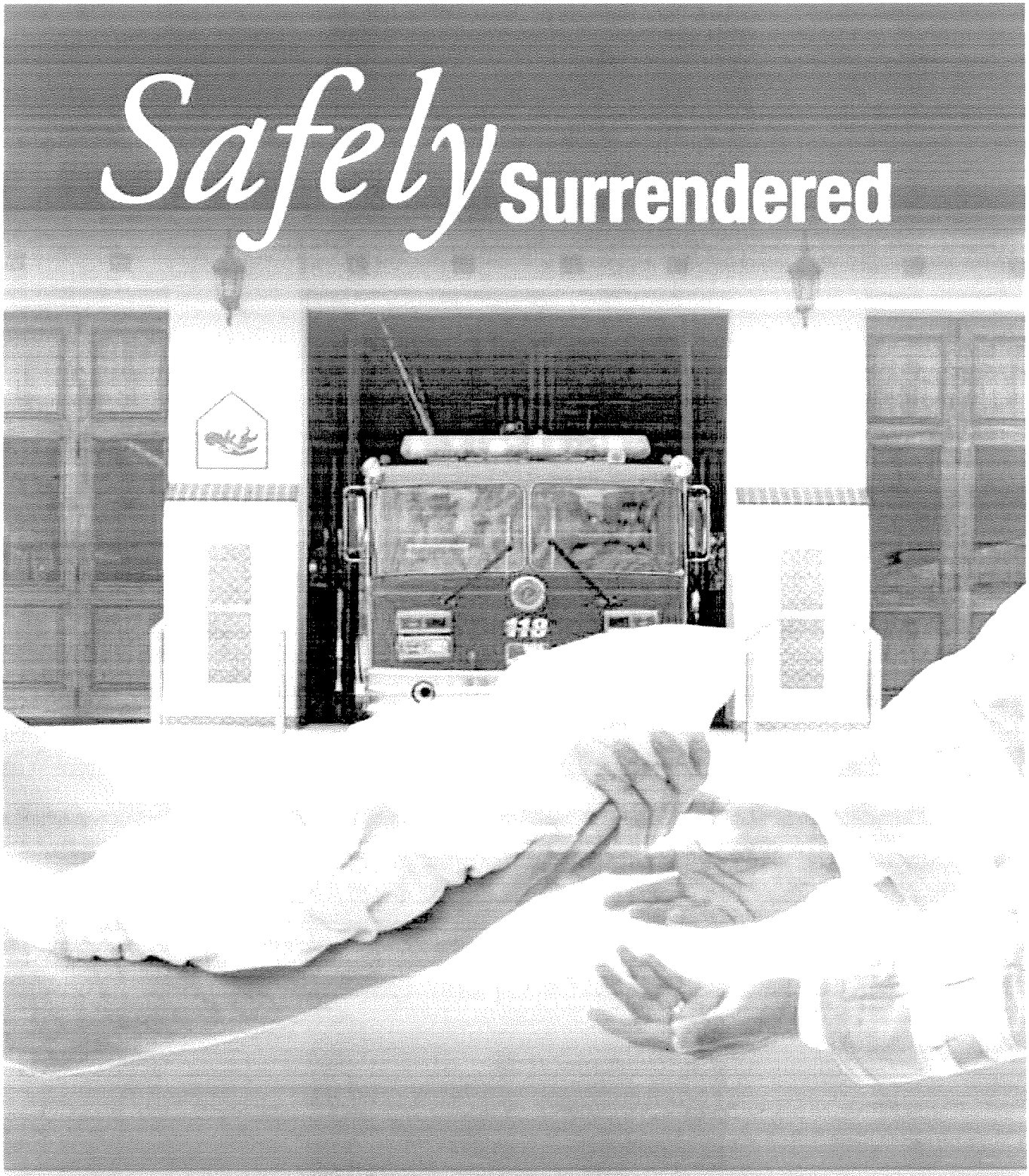


EXHIBIT G

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.safesurrender.com

In Los Angeles County: 1-877-BABY SAFE (1-877-222-9723)
www.babysafe.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.

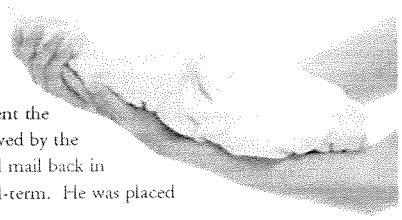
What happens to the parent or surrendering adult?

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

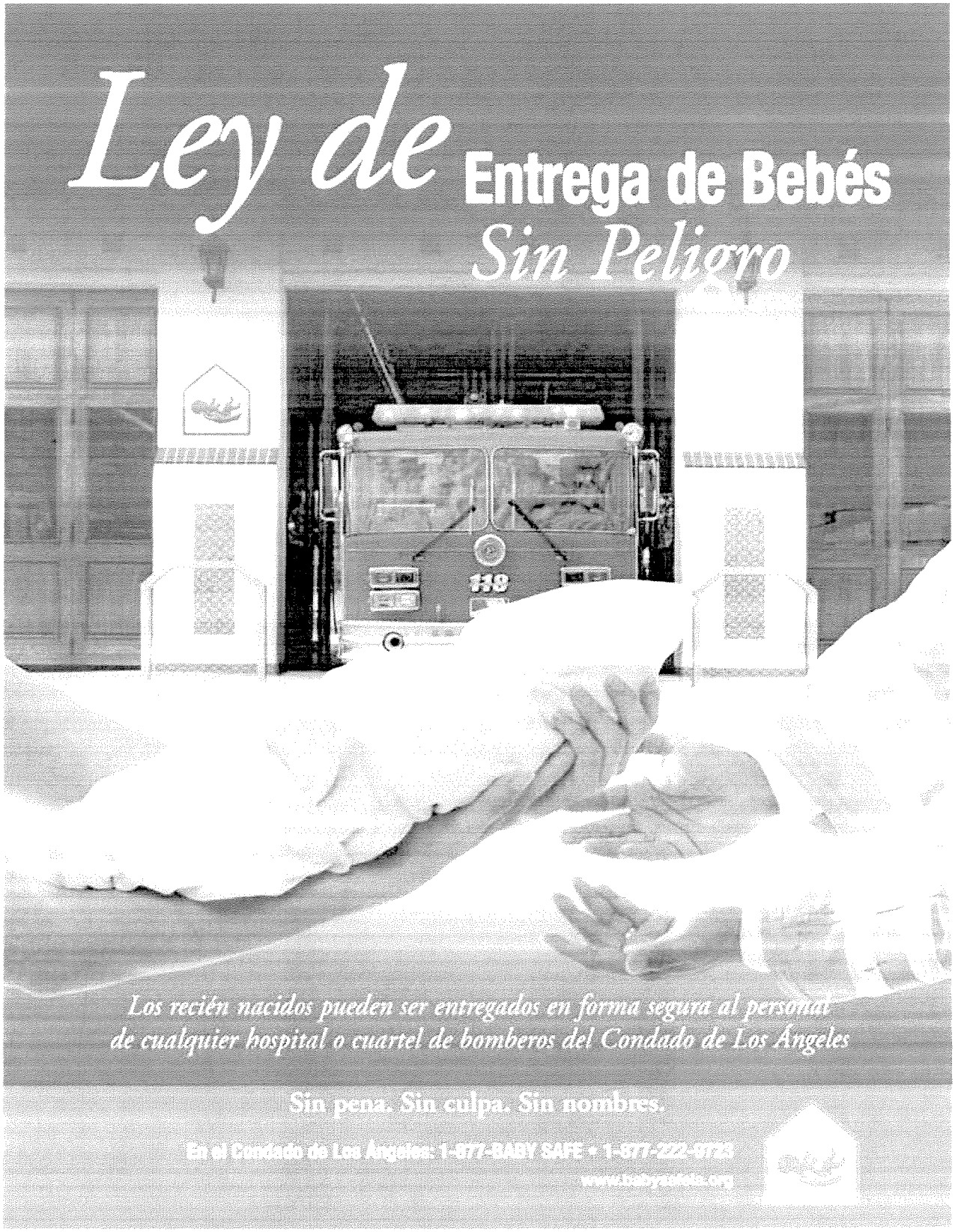
Why is California doing this?

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.


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

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 Ángeles.

¿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 H-1

CONTRACTOR NON-EMPL0YEE 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: _____

EXHIBIT H-2

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:_____

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

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information , and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security.

Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

PROP A - LIVING WAGE PROGRAM

EXHIBITS J, K & L

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. 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. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

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

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

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

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"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. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 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. 99-0048 § 1 (part), 1999)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐ | Address: (Street, City, State, Zip)

(2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending:

(6) Department Name: | (7) Contract Service Description: | (8) Contract Name & Number:

(9) Contractor Health Plan Name(s): | (10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period 1	2	3	4	5	(14) Total Aggre-gate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: | Date: / / | Title: | Telephone Number (include area code) ( ) | Page: ____ of ____

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
   ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
   ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	