County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 7, 2012

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

Dear Supervisors:

MASTER AGREEMENT FOR OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS (ALL DISTRICTS – 3 VOTES)

SUBJECT

Request Board approval of a Master Agreement for Occupational Health Medical Examinations to be executed with pre-qualified medical clinics for one or more of three Occupational Health Medical Examination services including Pre-placement, Employee Wellness, and Periodic Examinations, all based on the needs of the County of Los Angeles (County).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Chief Executive Officer (CEO), or designee, to finalize and execute the Master Agreement for Occupational Health Medical Examinations with the five firms listed on Attachment I, substantially similar to the sample Master Agreement provided in Attachment II, for the provision of County pre-placement, employee wellness and periodic medical examination and evaluation services, effective January 1, 2013 or the date of any Master Agreement execution, whichever occurs later, and continuing for up to five (5) years, including two optional one-year extensions through no later than December 31, 2017.

2. Authorize the CEO, or designee, to approve and execute all renewal options, extensions, and change notices, pursuant to the provisions of the Master Agreement and to add new or updated medical evaluation services and testing protocols that may arise during the term of the Master Agreement, in order to keep pace with the medical progress and to timely respond to employee health exposures that may arise from contagious diseases or emergency response situations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to replace the existing Master Agreements scheduled to expire on December 31, 2012.

In April 1988, the Board approved medical services agreements for County employee medical examinations and evaluation services. These agreements provided pre-placement medical examinations of applicants for County positions and periodic employee medical examinations as required by the State of California Occupational Safety and Health Administration (Cal/OSHA), the Department of Motor Vehicles (DMV), and return-to-work "Fitness for Duty" evaluations. In May 2000, the Board approved the Countywide Wellness Program and, as a result, employee wellness medical examinations were added to medical services agreements.

Approval of these Master Agreements will ensure continuation of occupational health medical examination services to County departments. The selected firms may provide one or more of three Occupational Health Medical Examination services on an as-needed basis: Pre-placement, Employee Wellness, and Periodic Examinations.

Implementation of Strategic Plan Goals

This recommendation supports the County's Strategic Plan Goal One, Operational Effectiveness, by assuring the availability of required employee medical examinations and evaluation services to maximize the effectiveness of the County's operations, employment processes, and employees' wellness.

FISCAL IMPACT/FINANCING

Expenditures under this Master Agreement will vary annually. Funds will only be expended when occupational health medical examinations are requested by County departments. Departments are responsible for ensuring the availability of adequate funding prior to requesting medical examinations under the Master Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Services provided under each Master Agreement will be provided on an as-needed basis, depending on the needs and requirements of each County department. Consequently, the vendors have been advised that the demand for, and utilization of, services will vary based on County department preference, budget conditions, hiring patterns, and geographical locations. No minimum amount of work has been guaranteed. The five recommended Master Agreements will provide departments with an option of five geographic locations throughout the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS (Continued)

Throughout the term of the Master Agreement, the vendors' performance will be evaluated for quality assurance. Any failure by a vendor to comply with the terms of the Master Agreement and meet performance measurement standards may result in the County's termination of one or more services under the Master Agreement or the provider's placement on "Hold," "Do Not Refer," or "Do Not Use" status. Performance measurement standards are based upon updated medical testing protocols for each type of medical test and service provided. The performance measures include the accuracy of tests, timeliness and quality of medical reports, records and forms submitted, and availability for appointments.

The Master Agreement contains all of the latest Board required and policy provisions, including Consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Safely Surrendered Baby Law, Assignment and Delegation, and Budget Reductions.

In November 2004, CEO conducted an analysis of contracting for Occupational Health Medical Examinations and determined that because the examinations are needed on a part-time and intermittent basis, this is not a "Proposition A" contract; therefore, it is not subject to the Living Wage Program. The terms and conditions of the Master Agreement have been approved as to form by County Counsel.

CONTRACTING PROCESS

On July 3, 2012, the CEO released a Request for Proposals (RFP) for Occupational Health Medical Examinations. The RFP was posted on the County's "Doing Business With Us" website and notice of the RFP's release was directly sent to 23 vendors on the CEO's medical providers mailing list. The providers had an option to respond to a solicitation for one or more of three Occupational Health Medical Examination services: Pre-placement, Employee Wellness, and Periodic Examinations.

Four proposals were received for Pre-placement and Periodic Medical Examinations Services and five proposals were received for Wellness Examinations Services. All proposers met the minimum requirements of the RFP and accepted all County standard terms and conditions as specified in the Master Agreement. Upon Board approval, the CEO intends to execute Master Agreements with four firms for Periodic Medical Examinations Services, and with five firms for Wellness Program Examinations Services (see Attachment I).

CONTRACTING PROCESS (Continued)

The proposals for Pre-placement Medical Examinations were evaluated by a committee comprised of CEO Risk Management Branch staff and subject matter experts from the City of Los Angeles, Department of Water and Power, and the Los Angeles Metropolitan Transportation Authority. The proposals were rated as to each vendor's qualifications, proposed staffing, past performance, and proposed quality control plan and cost. Upon Board approval, CEO will execute Master Agreements for Pre-placement Medical Examinations with up to four firms (see Attachment I) for services as needed.

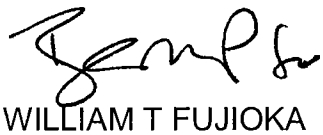
IMPACT ON CURRENT SERVICES

Approval and award of these Master Agreements will allow County departments to continue obtaining required occupational health medical examination services, which are critical to hiring qualified employees and maintaining a healthy workforce.

CONCLUSION

Upon approval by the Board, please return two (2) adopted copies of the Board letter to the CEO Risk Management Branch, attention Steven E. NyBlom, Acting Risk Manager.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS
MASTER AGREEMENT

MASTER AGREEMENT CONTRACTORS

	VENDOR	PRE-PLACEMENT Examinations	PERIODIC Examinations	WELLNESS Examinations
1.	Intercare Medical Group	X	X	X
2.	Irwindale Industrial Clinic	X	X	X
3.	Memorial Occupational Medical Services	X		X
4.	Santa Clarita Valley Quality Care		X	X
5.	Westchester Medical Group	X	X	X

ATTACHMENT II

MASTER AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND

_____

FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

TABLE OF CONTENTS

PARAGRAPH		PAGE
1.	INTERPRETATION	1
1.1	APPLICABLE DOCUMENTS	1
1.2	ENTIRE AGREEMENT	2
2.	DEFINITIONS	2
2.1	ACTIVE CONTRACTOR	2
2.2	BASE AGREEMENT	2
2.3	BUSINESS DAY	2
2.4	BOARD OF SUPERVISORS; BOARD	3
2.5	CEO; DEPARTMENT	3
2.6	CONFIDENTIALITY AGREEMENT	3
2.7	CONTRACTOR	3
2.8	CONTRACTOR'S AUTHORIZED OFFICIALS	3
2.9	CONTRACTOR'S PROJECT MANAGER	3
2.10	CONTRACTOR'S ADMINISTRATION	3
2.11	COUNTY	3
2.12	COUNTY OCCUPATIONAL HEALTH PROGRAMS; COUNTY OHP	3
2.13	COUNTY'S ADMINISTRATION	3
2.14	COUNTY'S PROJECT DIRECTOR	3
2.15	COUNTY'S PROJECT MANAGER	4
2.16	COUNTY'S PROJECT MEDICAL DIRECTOR	4
2.17	COUNTY'S PROJECT MONITORS	4

2.18 COUNTY'S PROJECT PHYSICIANS 4
2.19 DAY(S) 4
2.20 DIRECTOR 4
2.21 EFFECTIVE DATE 4
2.22 EXTENDED TERM 4
2.23 FISCAL YEAR 4
2.24 INITIAL TERM 4
2.25 MASTER AGREEMENT 4
2.26 MINIMUM MANDATORY REQUIREMENTS 5
2.27 MONTHLY INVOICE 5
2.28 OHP 5
2.29 PACKAGE 5
2.30 PRICING SCHEDULE 5
2.31 PRIMARY HEALTH CARE PHYSICIAN 5
2.32 PROTOCOL SHEET 5
2.33 QUALIFIED CONTRACTOR 5
2.34 REFLEXIVE TESTING 5
2.35 REQUEST FOR PROPOSALS; RFP 5
2.36 SERVICES 6
2.37 STATE 6
2.38 STATEMENT OF WORK; SOW 6
2.39 SUPPLEMENTAL INVOICE 6
2.40 WORK ORDER 6
3. WORK 6
3.1 GENERAL 6

3.2 INVALID WORK ORDERS 6
3.3 GRATUITOUS SERVICES 7
3.4 WORK NOT REQUIRING WORK ORDERS 7
3.5 ADDITIONAL TERMS 8
4. TERM OF MASTER AGREEMENT 8
5. CONTRACT SUM 8
6. ADMINISTRATION OF AGREEMENT – COUNTY 11
6.1 COUNTY'S ADMINISTRATION 11
6.2 COUNTY'S PROJECT DIRECTOR 111
6.3 COUNTY'S PROJECT MEDICAL DIRECTOR 111
6.4 COUNTY'S PROJECT MANAGER 122
6.5 COUNTY'S PROJECT PHYSICIANS 122
6.6 COUNTY'S PROJECT MONITORS 122
7. ADMINISTRATION OF AGREEMENT - CONTRACTOR 122
7.1 CONTRACTOR'S ADMINISTRATION 122
7.2 CONTRACTOR'S PROJECT MANAGER 122
7.3 CONTRACTOR'S AUTHORIZED OFFICIALS 133
7.4 APPROVAL OF CONTRACTOR'S STAFF 133
7.5 BACKGROUND AND SECURITY INVESTIGATIONS 133
7.6 CONTRACTOR'S STAFF IDENTIFICATION 144
8. CONFIDENTIALITY 144
9. CHANGE NOTICES AND AMENDMENTS 155
9.1 GENERAL 155
9.2 CHANGE NOTICES 155
9.3 AMENDMENTS 155

9.4 REQUIRED CHANGES TO MASTER AGREEMENT 155

9.5 ADDITIONAL CONTRACTORS 155

9.6 EXTENSIONS OF TIME 155

10. ASSIGNMENT AND DELEGATION 155

11. AUTHORIZATION WARRANTY 166

12. BUDGET REDUCTIONS 166

13. COMPLAINTS 177

14. COMPLIANCE WITH APPLICABLE LAW 177

15. COMPLIANCE WITH CIVIL RIGHTS LAWS 178

16. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM 188

16.1 JURY SERVICE PROGRAM 188

16.2 WRITTEN EMPLOYEE JURY SERVICE POLICY 188

17. CONFLICT OF INTEREST 199

18. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST 199

19. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS 199

20. CONTRACTOR RESPONSIBILITY AND DEBARMENT 20

20.1 RESPONSIBLE CONTRACTOR 20

20.2 CHAPTER 2.202 OF THE COUNTY CODE 20

20.3 NON-RESPONSIBLE CONTRACTOR 20

20.4 CONTRACTOR HEARING BOARD 20

20.5 SUBCONTRACTORS OF CONTRACTOR 21

21. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 221

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM 221

23. COUNTY'S QUALITY ASSURANCE PLAN 22

24. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS 22

25. EMPLOYMENT ELIGIBILITY VERIFICATION 22

26. FACSIMILE REPRESENTATIONS 22

27. FAIR LABOR STANDARDS 23

28. FORCE MAJEURE 23

29. GOVERNING LAW, JURISDICTION AND VENUE 23

30. INDEPENDENT CONTRACTOR STATUS 23

31. INDEMNIFICATION 24

32. INSURANCE 24

32.1 GENERAL INSURANCE REQUIREMENTS 24

32.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY 24

32.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE 25

32.4 INSURANCE COVERAGE REQUIREMENTS 27

33. LIQUIDATED DAMAGES 28

34. MOST FAVORED PUBLIC ENTITY 29

35. NONDISCRIMINATION AND AFFIRMATIVE ACTION 29

36. NON-EXCLUSIVITY 30

37. NOTICE OF DELAYS 30

38. NOTICE OF DISPUTES 30

39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 30

40. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 30

41. NOTICES 30

42. PROHIBITION AGAINST INDUCEMENT AND PERSUASION 330

43. PUBLIC RECORDS ACT 330

44. PUBLICITY 331

45. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 32

46. RECYCLED BOND PAPER 32

47. SUBCONTRACTING 33

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM 33

49. TERMINATION FOR CONVENIENCE 34

50. TERMINATION FOR DEFAULT 34

51. TERMINATION FOR IMPROPER CONSIDERATION 35

52. TERMINATION FOR INSOLVENCY 36

53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE 36

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS 36

55. VALIDITY 36

56. WAIVER 37

57. WARRANTY AGAINST CONTINGENT FEES 37

58. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 37

59. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM 37

60. COUNTY LOBBYISTS 37

61. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPS 38

62. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES 38

63. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM 38

64. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM 39

EXHIBITS

EXHIBIT A Statement of Work
EXHIBIT B Pricing Schedule
EXHIBIT C Confidentiality Agreement
EXHIBIT D Contractor's EEO Certification
EXHIBIT E County's Administration
EXHIBIT F Contractor's Administration [TBD]
EXHIBIT G Jury Service Ordinance
EXHIBIT H Safely Surrendered Baby Law
EXHIBIT I Sample Work Order Formats
EXHIBIT J Sample Invoice Format
EXHIBIT K Contractor's Clinical Staffing Plan [TBD]
EXHIBIT L Contractor's Listing of Subcontractors [TBD]
EXHIBIT M Request for Proposals [Incorporated by Reference]
EXHIBIT N Contractor's Proposal [Incorporated by Reference]

MASTER AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES
AND

_____

FOR
OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS

This Master Agreement, including all Exhibits, is made and entered into this ___ day of _____, 2012 by and between the County of Los Angeles (hereinafter "County") on behalf of its Chief Executive Office (hereinafter "CEO") and _____ (hereinafter "Contractor"), located at _____ for the provision of Occupational Health Medical Examinations (hereinafter also "Services").

RECITALS

WHEREAS, County may contract with private businesses for Services relating to Occupational Health Medical Examinations when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, following an open competitive selection process, County's Board of Supervisors has authorized the Chief Executive Officer or designee to execute and administer this Master Agreement; and

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

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter "Base Agreement"), including without limitation the Recitals hereto along Exhibits A, B, C, D, E, F, G, H, I, J, K and L and all Attachments thereto, attached hereto, and Exhibits M and N, not attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the "Master 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 this Base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement and then to the Exhibits according to the following descending priority.

1.1	EXHIBIT A	–	Statement of Work
1.2	EXHIBIT B	–	Pricing Schedule
1.3	EXHIBIT C	–	Confidentiality Agreement
1.4	EXHIBIT D	–	Contractor's EEO Certification
1.5	EXHIBIT E	–	County's Administration
1.6	EXHIBIT F	–	Contractor's Administration
1.7	EXHIBIT G	–	Jury Service Ordinance
1.8	EXHIBIT H	–	Safely Surrendered Baby Law
1.9	EXHIBIT I	–	Sample Work Order Formats
1.10	EXHIBIT J	–	Sample Invoice Format
1.11	EXHIBIT K	–	Contractor's Clinical Staffing Plan
1.12	EXHIBIT L	–	Contractor's Listing of Subcontractors
1.13	EXHIBIT M	–	Request for Proposals [Incorporated by Reference]
1.14	EXHIBIT L	–	Contractor's Proposal [Incorporated by Reference]

1.2 ENTIRE AGREEMENT

This Master Agreement, including all Exhibits thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 9 (Change Notices and Amendments) and signed by both parties.

2. 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 meanings, unless otherwise apparent from the context in which they are used.

2.1 ACTIVE CONTRACTOR

As used herein, the term "Active Contractor" shall mean a Qualified Contractor who is in compliance with the terms and conditions of the Master Agreement and whose evidence of insurance requirements have all been received by the Chief Executive Office and are valid and in effect at the time of a given Work Order award. As used herein, the terms "Active Contractor" and "Contractor" may be used interchangeably throughout this Base Agreement.

2.2 BASE AGREEMENT

As used herein, the term "Base Agreement" shall have the meaning specified in Paragraph 1.1 (Applicable Documents).

2.3 BUSINESS DAY

As used herein, the term "Business Day" shall mean Monday through Friday, excluding County observed holidays.

2.4 BOARD OF SUPERVISORS; BOARD

As used herein, the terms "Board of Supervisors" and "Board" shall mean County's Board of Supervisors.

2.5 CEO; DEPARTMENT

As used herein, the terms "CEO" and "Department" shall mean County's Chief Executive Office.

2.6 CONFIDENTIALITY AGREEMENT

As used herein, the term "Confidentiality Agreement" shall mean and refer to the terms and conditions of Exhibit C (Confidentiality Agreement).

2.7 CONTRACTOR

As used herein, the term "Contractor" shall mean the company that has entered into a Master Agreement with County to perform the Services hereunder, as further provided above in this Base Agreement.

2.8 CONTRACTOR'S AUTHORIZED OFFICIALS

As used herein, the term "Contractor's Authorized Official(s)" shall mean the individual(s) authorized to execute legally binding agreements on behalf of Contractor, as further specified in Paragraph 7.3 (Contractor's Authorized Officials).

2.9 CONTRACTOR'S PROJECT MANAGER

As used herein, the term "Contractor's Project Manager" shall mean the individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award, as further specified in Paragraph 7.2 (Contractor's Project Manager).

2.10 CONTRACTOR'S ADMINISTRATION

As used herein, the term "Contractor's Administration" shall have the meaning specified in Paragraph 7.1 (Contractor's Administration).

2.11 COUNTY

As used herein, the term "County" shall mean the County of Los Angeles, California.

2.12 COUNTY OCCUPATIONAL HEALTH PROGRAMS; COUNTY OHP

As used herein, the terms "County Occupational Health Programs" and "OHP" shall mean and refer to a unit within the Chief Executive Office Risk Management Branch providing countywide occupational health leadership and services related to this Maser Agreement.

2.13 COUNTY'S ADMINISTRATION

As used herein, the term "County's Administration" shall have the meaning specified in Paragraph 6.1 (County's Administration).

2.14 COUNTY'S PROJECT DIRECTOR

As used herein, the term "County's Project Director" shall mean the person with authority to negotiate and make changes to Work Order on behalf of County, as further specified in Paragraph 6.2 (County's Project Director).

2.15 COUNTY'S PROJECT MANAGER

As used herein, the term "County's Project Manager" shall mean the person designated by County's Project Director to review and approve payment of invoices and to serve as the chief contact person with respect to the day-to-day administration of the Master Agreement, as further specified in Paragraph 6.4 (County's Project Manager).

2.16 COUNTY'S PROJECT MEDICAL DIRECTOR

As used herein, the term "County's Project Medical Director" shall have the meaning specified in Paragraph 6.3 (County's Project Medical Director).

2.17 COUNTY'S PROJECT MONITORS

As used herein, the term "County's Project Monitor(s)" shall mean County personnel responsible for day-by-day review of Contractor's work product for compliance with Work Orders and the Master Agreement requirements, as further specified in Paragraph 6.6 (County's Project Monitors).

2.18 COUNTY'S PROJECT PHYSICIANS

As used herein, the term "County's Project Physicians(s)" shall mean and refer to the County personnel listed in Exhibit E (County's Administration).

2.19 DAY(S)

As used herein, the term "day(s)", whether singular or plural, shall mean calendar day(s), unless otherwise specified.

2.20 DIRECTOR

As used herein, the term "Director" shall mean and refer to the Chief Executive Officer.

2.21 EFFECTIVE DATE

As used herein, the term "Effective Date" shall mean the effective date of this Master Agreement, which shall be the later of (i) the date of the execution of this Master Agreement by County and the Chief Executive Officer as authorized by the Board and (ii) January 31, 2013.

2.22 EXTENDED TERM

As used herein, the term "Extended Term" shall have the meaning specified in Paragraph 4 (Term of Master Agreement).

2.23 FISCAL YEAR

As used herein, the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

2.24 INITIAL TERM

As used herein, the term "Initial Term" shall have the meaning specified in Paragraph 4 (Term of Master Agreement).

2.25 MASTER AGREEMENT

As used herein, the term "Master Agreement" shall mean the agreement executed between County and individual Contractor setting forth the terms and conditions for issuance and

performance of, and otherwise governs, subsequent Work Orders, as further defined in Paragraph 1.1 (Applicable Documents).

2.26 MINIMUM MANDATORY REQUIREMENTS

As used herein, the term "Minimum Mandatory Requirements" shall mean the minimum requirements set forth in the RFP that Contractor must meet.

2.27 MONTHLY INVOICE

As used herein, the term "Monthly Invoice" shall have the meaning specified in Paragraph 5.4.7 (Monthly Invoice Format).

2.28 OHP

As used herein, the term "OHP" shall mean County's Occupational Health Program that is part of the CEO's Risk Management Branch.

2.29 PACKAGE

As used herein, the term "Package" shall mean a set of Services bundled for pricing purposes.

2.30 PRICING SCHEDULE

As used herein, the term "Pricing Schedule" shall mean the pricing terms relating to this Master Agreement as specified in Exhibit B (Pricing Schedule).

2.31 PRIMARY HEALTH CARE PHYSICIAN

As used herein, the term "Primary Health Care Physician" shall mean a health care provider who has an established relationship with a County client for providing on-going care.

2.32 PROTOCOL SHEET

As used herein, the term "Protocol Sheet" shall mean a listing of authorized examinations to be performed for a given client.

2.33 QUALIFIED CONTRACTOR

As used herein, the term "Qualified Contractor" shall mean Contractor that has submitted a proposal in response to County's Request for Proposals (RFP), has met the minimum qualifications listed in the RFP and has an executed Master Agreement with the Chief Executive Office.

2.34 REFLEXIVE TESTING

As used herein, the term "Reflexive Testing" shall mean and refer to examinations done on a case-by-case basis depending on the medical status of the client and the clinical indications as specified in the Protocol Sheet.

2.35 REQUEST FOR PROPOSALS; RFP

As used herein, the terms "Request for Proposals" and "RFP" shall mean the request for proposals issued by County for establishing a pool of Qualified Contractors to provide Services relating to Occupational Health Medical Examinations pursuant to the terms of this Master Agreement.

2.36 SERVICES

As used herein, the term "Services" shall have the same meaning as "Occupation Health Medical Examinations" provided by Contractor pursuant to the terms of this Master Agreement and any applicable Work Order.

2.37 STATE

As used herein, the term "State" shall mean the State of California, USA.

2.38 STATEMENT OF WORK; SOW

As used herein, the terms "Statement of Work" and "SOW" shall mean a written description of tasks, deliverables, services and other work requested by County pursuant to an agreed upon Work Order, as further set forth in Exhibit A (Statement of Work).

2.39 SUPPLEMENTAL INVOICE

As used herein, the term "Supplemental Invoice" shall have the meaning specified in Paragraph 5.5 (Supplemental Invoices).

2.40 WORK ORDER

As used herein, the term "Work Order" shall mean the agreed upon subordinate agreement, executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Statement of Work.

3. WORK

3.1 GENERAL

Pursuant to the provisions of this Master Agreement, upon County's notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Master Agreement, all tasks, deliverables, services and other work as set forth herein, including Exhibit A (Statement of Work) and any applicable Work Order. No work shall be performed by Contractor except pursuant to the issuance by County of a valid Work Order.

3.2 INVALID WORK ORDERS

With the exception of work performed pursuant to Paragraph 3.4 (Work Not Requiring Work Orders), it shall be the responsibility of Contractor to ensure the validity of all Work Orders prior to beginning any work thereunder. A Work Order shall not be considered valid if any one of the following occurs:

3.2.1 The Work Order does not generally conform to, or does not contain all of the information specified in, Exhibit I (Sample Work Order Formats).

3.2.2 A Pre-Placement Work Order requests the performance of a specific Package or "a la carte" service listed in Exhibit B (Pricing Schedule).

3.2.3 A Work Order is not signed by an authorized County representative or supervisor.

3.2.4 A Work Order has expired.

3.2.5 An Employee Examination Work Order requests the performance of any Package or "a la carte" service not listed in Exhibit I (Sample Work Order Formats).

3.3 GRATUITOUS SERVICES

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

Any Service performed by Contractor shall be gratuitous if any one of the following occurs:

3.3.1 The Service is performed in whole or in part by a staff member or subcontractor who is not listed in Exhibit K (Contractor's Clinical Staffing Plan) or Exhibit L (Contractor's Listing of Subcontractors) or is not otherwise pre-approved in writing by County's Project Medical Director or his/her designee.

3.3.2 The Service is performed by a Physician, Physician Assistant or Nurse Practitioner who is a primary health care provider for the applicant or employee.

3.3.3 The Service is performed pursuant to a non-valid Work Order as defined in 3.2.

3.3.4 The Service is performed which is not specified in a Work Order, except as provided in Paragraph 3.4 (Work Not Requiring Work Orders).

3.3.5 The initial invoice for the service performed is submitted to County's Project Manager more than 120 calendar days after work was performed.

3.3.6 The Service is performed during a period of time when Contractor's clinic does not meet the minimum equipment requirements specified in Section 3.1 (Minimum Equipment Levels) of Exhibit A (Statement of Work) or the personnel requirements in Paragraph 3.2.

3.3.7 Contractor fails to perform one or more testing components included in a Package (entire Package is gratuitous).

3.3.8 Contractor performs Reflexive Testing not in accordance with the indications stated on the Protocol Sheet or not consistent with the applicable Clinical Practice Guidelines.

3.3.9 The work is performed by a staff member following written notification pursuant to Section 8.4 (Prohibition form Performing Further Services) of Exhibit A (Statement of Work) that he/she is barred from working under this Master Agreement.

3.4 WORK NOT REQUIRING WORK ORDERS

Contractor may perform work without a Work Order if all of the following apply:

3.4.1 The request for Services is made by a current employee of the Fire Department;

3.4.2 Work is performed within the time period beginning on the 15th of the month preceding the requester's birth month and ending the 15th of the month following the requester's birth month; and

3.4.3 The requested Service is limited to a Fitness-for-Life, Commercial Driver Medical Exam (Done on the same day as a Fitness-for-Life), Firefighting Equipment Operator Medical (Done on the same day as a Fitness-for-Life), Hazmat (Done on the same day as Fitness-for-Life), and/or SCUBA (Done on the same day as Fitness-for-Life).

3.5 ADDITIONAL TERMS

3.5.1 Operating departments have sole discretion in selecting the Contractor most appropriate for their needs. Departments are advised of Contractor's clinic locations, days and hours of operation, authorized medical examinations, pricing and Contractor error rates over the past six (6) months as determined by quality assurance monitoring performed by the OHP.

3.5.2 No minimum amount of work is guaranteed to any Contractor.

3.5.3 Work Orders must be inserted into individual medical records prior to shipment to the OHP.

4. TERM OF MASTER AGREEMENT

4.1 The term of this Master Agreement shall commence upon the Effective Date and shall continue for three (3) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Master Agreement (hereinafter "Initial Term").

4.2 At the end of the Initial Term, County may, at its sole option, extend this Master Agreement for up to two (2) additional one-year periods (hereinafter "Extended Term"); provided, however, that if County elects not to exercise its option to extend at the end of the Initial Term, the remaining option shall lapse. County shall be deemed to have exercised its extension option automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term, the Director, in his/her sole discretion, notifies Contractor in writing that County elects not to extend the Master Agreement pursuant to this Paragraph 4.2. The Extended Term shall be subject to all terms and conditions and rates quoted for each year of the term of this Master Agreement, as set forth in Exhibit B (Pricing Schedule).

4.3 As used throughout this Master Agreement, the word "term" shall include the Initial Term and the Extended Term, to the extent County exercises its option under this Paragraph 4.

Upon expiration or termination of this Master Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever Service replacement method County determines to be in its best interest.

4.4 Contractor shall notify County when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Master Agreement term extension option.

5. CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders pursuant to the provisions of Paragraph 3 (Work), except as provided by Paragraph 3.4 (Work Not Requiring Work Orders).

5.2 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 Contractor's duties, responsibilities or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with

County's express prior written consent witnessed by a written Amendment to the Master Agreement, which is formally approved and executed by the parties.

5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

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 Master 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 Master 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 Master Agreement.

5.4 INVOICES AND PAYMENTS

5.4.1 Contractor shall invoice County only for providing the tasks, deliverables, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Master Agreement and any applicable Work Orders for the work provided on a fixed price per deliverable basis in accordance with Exhibit B (Pricing Schedule) and any penalties and charges assessed as provided in this Paragraph 5.4 (Invoices and Payments).

5.4.2 County shall not pay Contractor for any overtime premiums, staff time mandated by legal or civil proceedings including those related to County's Civil Service Commission, travel expenses, parking, meals, lodging, holidays, vacation, sick leave, per diem or miscellaneous expenses, etc.

5.4.3 In order to be paid, monthly invoices under this Master Agreement must be submitted via e-mail to County's Project Manager no later than 5:00 p.m. on the 30th day of the month following the month in which the Services were provided. For example, County must receive the invoice for exams conducted in February no later than March 30th.

5.4.4 All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Prior to approval, County's Project Manager will reconcile the information contained in the invoice with the medical records received for each examinee. County's Project Manager may adjust or correct invoice prices and will subsequently notify Contractor of such adjustments if any one of the following occurs:

1. Overcharge. If a Service is priced above the scheduled amount listed in Exhibit B (Pricing Schedule), County's Project Manager shall reduce the invoice price to comport with the Pricing Schedule and then approve payment for the Service.

2. Undercharge. If a Service is priced below the scheduled amount listed in Exhibit B (Rate Forms), County's Project Manager may increase the invoice price to comport with the Pricing Schedule and approve payment for the Service.

3. Service Not Performed. County's Project Manager cannot authorize payment for services that were not performed or for which medical records have not been delivered to the OHP. In either case, County's Project Manager will strike the related charges from the invoice and approve payment for an invoice total that has been reduced pro rata.

4. Gratuitous Service. County's Project Manager cannot authorize payment for gratuitous services as defined in Paragraph 3.3 (Gratuitous Services). County's Project Manager will strike any charges related to the performance of gratuitous services from the invoice, and approve payment for an invoice total that has been reduced pro rata.

5. Late Charge. County's Project Manager will reduce the invoiced amount by 10% (rounded to the nearest dollar) when medical records for a Service performed were not received or postmarked within the time limits specified in Subsection 4.3.1 under Section 4.3 (Delivery to OHP) of Exhibit A (Statement of Work). If a component of a Package is received late, the 10% discount will be applied to the amount charged for the entire Package.

5.4.5 Services listed in the monthly invoice shall be limited to those provided in a single calendar month. Billing for Services in prior months requires the submission of a Supplemental Invoice pursuant to Paragraph 5.5 (Supplemental Invoices).

5.4.6 County will accept only one Monthly Invoice per month.

5.4.7 MONTHLY INVOICE FORMAT

Each Monthly Invoice must contain the following two (2) reports:

1. Invoice Summary. This report lists the invoice sub-totals for each department. An example of this report is shown in Exhibit J (Sample Invoice Format). Contractors must either use this format or one that is similar and includes at a minimum the following fields:

   i. Invoice Number

   ii. Service Month

   iii. Department Number

   iv. Department Name

   v. Sub-total Amount for Each Department

   vi. Total Amount

   vii. Tax ID Number

   viii. Contractor's Name and Address

2. Department Invoice. This report itemizes all Services provided for each department, displays pricing and sub-totals. An example of this report is shown in Exhibit J (Sample Invoice Format). Contractors must initially obtain an Excel spreadsheet version of this report from County's Project Manager. To prevent pricing errors, this will be pre-programmed with the pricing from Exhibit B (Pricing Schedule). Contractors must complete and submit an unabridged version for each billing month. Contractors may not delete fields, add fields or modify formulae.

5.5 SUPPLEMENTAL INVOICES

If services are omitted from a Monthly Invoice, a Supplemental Invoice must be submitted for payment.

5.5.1 FORMAT

An example of a Supplemental Invoice is shown in Exhibit J (Sample Invoice Format). Prior to each submission, Contractors must request and obtain a pre-populated Excel spreadsheet version from County's Project Manager. Contractors must assign a unique invoice number and sign and return an otherwise unabridged version for approval.

5.5.2 PENALTIES

County Project Manager will deduct a penalty of 25% (rounded to the nearest dollar) for each Service listed in a Supplemental Invoice.

5.5.3 DEADLINE FOR RECEIPT

Supplemental Invoices must be received by County's Project Manager within 120 calendar days from the date the Service was performed. Services not invoiced within this time frame will not be approved for payment per Paragraph 3.3 (Gratuitous Services).

6. ADMINISTRATION OF AGREEMENT – COUNTY

6.1 COUNTY'S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Master Agreement on behalf of County (hereinafter "County's Administration"), as referenced in this Paragraph 6 below, is set forth in Exhibit E (County's Administration). No member of County's Administration is authorized to make any changes in any of the terms and conditions of this Master Agreement unless specifically authorized under Paragraph 9 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County's Administration) shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown.

6.2 COUNTY'S PROJECT DIRECTOR

All work performed under this Master Agreement shall be subject to the approval of County's Project Director or designee. County's Project Director has the authority to negotiate and recommend all changes to this Master Agreement and is the ultimate authority to resolve disputes between the CEO and Contractors. Unless otherwise specified, County's Project Director shall be the designee for County's Project Medical Director. County shall notify Contractor in writing of any change in the names or addresses shown.

The responsibilities of County's Project Director include:

1. ensuring that the objectives of this Master Agreement are met;
2. inspecting any and all tasks, deliverables, services and other work provided by or on behalf of Contractor;
3. issuing Contractor Discrepancy Reports and evaluating Contractor responses; and
4. making changes in the terms and conditions of this Master Agreement in accordance with 9.3 (Amendments).

6.3 COUNTY'S PROJECT MEDICAL DIRECTOR

The responsibilities of the Medical Project Director (Medical Director of the OHP) include:

1. establishing and revising medical testing protocols (Protocol Sheets);

2. establishing and revising clinical practice and testing guidelines;
3. reviewing disputes regarding compliance with medical testing protocols, clinical practice guidelines and clinical testing guidelines;
4. inspecting Contractor facilities;
5. approval of Contractor staff and subcontractors; and
6. providing direction to Contractors in the areas relating to County policy, information and procedural requirements.

6.4 COUNTY'S PROJECT MANAGER

County's Project Manager shall have full authority to supervise Contractor's performance in the daily operation of this Master Agreement. The responsibilities of County's Project Manager include:

1. reviewing and approving of invoices;
2. compiling and disseminating Quality Assurance statistics to Contractors;
3. monitoring Contractor staff certification expiration dates; and
4. providing direction to Contractors in the areas relating to County policy, information and procedural requirements.

6.5 COUNTY'S PROJECT PHYSICIANS

County's Project Physicians are responsible for review of records submitted by Contractor to ensure compliance applicable Clinical Practice and/or Testing Guidelines.

6.6 COUNTY'S PROJECT MONITORS

County's Project Monitors oversee the day-to-day administration of this Master Agreement. Their responsibilities include inspecting submitted records to ensure compliance with Work Orders and Protocol Sheets in a complete and timely manner.

7. ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 CONTRACTOR'S ADMINISTRATION

A listing of all Contractor personnel responsible for the administration of this Master Agreement on behalf of Contractor (hereinafter "Contractor's Administration"), as referenced in this Paragraph 7 below, is set forth in Exhibit F (Contractor's Administration). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Master Agreement unless specifically authorized under Paragraph 9 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

7.2 CONTRACTOR'S PROJECT MANAGER

7.2.1 Contractor's Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor's performance of all Services under the Master Agreement and ensuring Contractor's compliance with this Master Agreement.

7.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement.

7.2.3 Contractor's Project Manager shall be accessible to County's Project Manager during working hours on Business Days.

7.3 CONTRACTOR'S AUTHORIZED OFFICIALS

7.3.1 Contractor's Authorized Official(s) are designated in Exhibit F (Contractor's Administration)**.**

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

7.4 APPROVAL OF CONTRACTOR'S STAFF

Contractor shall provide qualified personnel to provide Services and other work under the Master Agreement, including all Work Orders.

7.4.1 Contractor certifies that only those staff members listed in Exhibit K (Contractor's Clinical Staffing Plan) and subcontractors listed in Exhibit L (Contractor's Listing of Subcontractors) will provide clinical services hereunder.

7.4.2 Any staff addition to Exhibit K (Contractor's Clinical Staffing Plan) or Exhibit L (Contractor's Listing of Subcontractors) must be submitted to County's Project Medical Director or his/her designee for pre-approval prior to performance of clinical services by the new staff member.

7.4.3 County reserves the right to not approve any changes to Exhibit K (Contractor's Clinical Staffing Plan) that, in County's opinion, could result in an increased utilization of Physician's Assistants or Nurse Practitioners.

7.4.4 County reserves the right to not approve any changes to Exhibit K (Contractor's Clinical Staffing Plan) that, in County's opinion, could result in a net increased number of staff members serving County clients.

7.4.5 County has the absolute right to bar individual staff members from performing work hereunder for the reasons listed in Section 8.4 (Prohibition From Performing Further Services) of Exhibit A (Statement of Work).

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 At any time prior to or during term of this Master Agreement, County may require that any member Contractor's staff performing Services under this Master Agreement who is in a designated sensitive position, as determined by County in its sole discretion, undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to perform Services under this Master 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 Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that such Contractor's staff be immediately removed from performing Services under the Master Agreement. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.

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

7.5.4 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Master Agreement.

7.6 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Master Agreement at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee's person at all times he/she is on County designated property.

8. CONFIDENTIALITY

8.1 Contractor shall maintain the confidentiality of all records and information, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

8.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 8, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

8.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Services for or on behalf of Contractor under the Master Agreement, including any Work Orders, have entered into confidentiality agreements no less protective of County than the terms of this Master Agreement, including this Paragraph 8 (Confidentiality) and Exhibit C (Confidentiality) prior to commencing any Services hereunder.

9. CHANGE NOTICES AND AMENDMENTS

9.1 GENERAL

No representative of either County or Contractor, including those named in this Master Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Master Agreement, except through the procedures set forth in this Paragraph 8. County reserves the right to change any portion of the work required under this Master Agreement or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.

9.2 CHANGE NOTICES

For any change which does not materially affect the scope of work or any other term or condition included under this Master Agreement, a Change Notice may be prepared in writing and signed by County's Project Director, or designee, and Contractor's Project Manager. Consistent with the foregoing, County's Project Director is specifically authorized to execute Work Orders under the Master Agreement.

9.3 AMENDMENTS

Except as otherwise provided in this Master Agreement, for any change which materially affects the scope of work or any term or condition included in this Master Agreement, a negotiated Amendment to this Master Agreement shall required to be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s).

9.4 REQUIRED CHANGES TO MASTER AGREEMENT

County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be prepared and executed by Contractor's authorized representative(s) and the Director or designee.

9.5 ADDITIONAL CONTRACTORS

Notwithstanding anything to the contrary in this Master Agreement, including this Paragraph 9 (Change Notices and Amendments), the Director is specifically authorized to execute this Master Agreement on behalf of County with any Contractor other than the Contractor whose proposal in response to the RFP was ranked the highest, provided that such proposal meets all requirements of the RFP, including all Minimum Mandatory Requirements set forth therein.

9.6 EXTENSIONS OF TIME

The Chief Executive Officer, or his/her designee, may, at his/her sole discretion, authorize extensions of time specified in Paragraph 4 (Term of Master Agreement). Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by Contractor and the Director or designee.

10. ASSIGNMENT AND DELEGATION

10.1 Contractor shall not assign its rights or delegate its duties under this Master 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 Paragraph 10.1, County consent shall require a written Amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

10.2 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 Master Agreement, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Master Agreement, including the need for an Amendment.

10.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than 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 Master Agreement which may result in the termination of this Master 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.

10.4 For any change affecting Contractor's Administration or Contractor's project personnel, Contractor shall submit to County's Project Director, with a copy to County's Project Manager, written notification and request to effect the requested change. County's Project Director or designee may accept or reject such notification and request.

11. AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. BUDGET REDUCTIONS

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

13. COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

13.1 Within fifteen (15) Business Days after the Master Agreement Effective Date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.

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

13.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within ten (10) Business Days for County approval.

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

13.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.

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

13.7 Copies of all written responses shall be sent to County's Project Manager within three (3) Business Days of mailing to the complainant.

14. COMPLIANCE WITH APPLICABLE LAW

14.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

14.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

15. COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the

grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Contractor shall comply with Exhibit D (Contractor's EEO Certification).

16. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

16.1 JURY SERVICE PROGRAM

This Master 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 hereto as Exhibit G (Jury Service Ordinance) and incorporated herein by reference.

16.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

16.2.1 Unless Contractor has demonstrated to 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 Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

16.2.2 For purposes of this Paragraph 16, "Contractor" means a person, partnership, corporation or other entity which has a contract with 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 County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 16. The provisions of this Paragraph 16 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.

16.2.3 If Contractor is not required to comply with the Jury Service Program when the Master 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. County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to 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.

16.2.4 Contractor's violation of this Paragraph 16 of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

17. CONFLICT OF INTEREST

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

17.2 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 Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 Paragraph 17 shall be a material breach of this Master Agreement.

18. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date to perform the Services set forth herein, 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 term of this Master Agreement.

19. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

20. CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 RESPONSIBLE CONTRACTOR

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

20.2 CHAPTER 2.202 OF THE COUNTY CODE

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Master Agreement, debar 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 Contractor may have with County.

20.3 NON-RESPONSIBLE CONTRACTOR

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

20.4 CONTRACTOR HEARING BOARD

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

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

20.4.3 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.

20.4.4 If 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.

20.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (5) years; (ii) the

debarment has been in effect for at least five (5) years; and (iii) 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.

20.4.6 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.

20.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 20 shall also apply to subcontractors of County contractors.

21. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

23. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with

all Master Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

24. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

24.1 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.

24.2 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.

25. EMPLOYMENT ELIGIBILITY VERIFICATION

25.1 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 Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

25.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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 Master Agreement.

26. FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 9 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Master 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.

27. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless 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 Contractor's employees for which County may be found jointly or solely liable.

28. FORCE MAJEURE

28.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 28 as "force majeure events").

28.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 28, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

29. GOVERNING LAW, JURISDICTION AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. INDEPENDENT CONTRACTOR STATUS

30.1 This Master Agreement is by and between County and 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 County and 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.

30.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. 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 Contractor.

30.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Master Agreement.

30.4 Contractor shall adhere to the provisions stated in Paragraph 8 (Confidentiality).

31. INDEMNIFICATION

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

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 31 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

32. INSURANCE

32.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 32, including Paragraph 32.4 (Insurance Coverage Requirements), of this Base Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

32.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

32.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

32.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

32.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

32.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the person listed under CEO/Risk Management Branch in Exhibit E (County's Administration), with a copy to County's Project Manager, at the address set forth in such Exhibit E (County's Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

32.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

32.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of County, upon which County may suspend or terminate this Master Agreement.

32.3.2 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

32.3.3 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

32.3.4 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

32.3.5 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

32.3.6 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

32.3.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

32.3.8 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

32.3.9 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

32.3.10 SEPARATION OF INSUREDS

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

32.3.11 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

32.3.12 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

32.4 INSURANCE COVERAGE REQUIREMENTS

32.4.1 GENERAL LIABILITY

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

32.4.2 AUTOMOBILE LIABILITY

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

32.4.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

32.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

33. LIQUIDATED DAMAGES

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

33.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Master Agreement, including any applicable Work Order, that the Director, or his/her designee, deems are correctable by Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may:

1. Deduct from Contractor's payment, pro rata, those applicable portions of the monthly amounts due to Contractor; and/or

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

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

33.3 The action noted in Paragraph 33.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

33.4 This Paragraph 33 shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law or as specified in Paragraph 33.2 above or otherwise in this Master Agreement and shall not, in any manner, restrict or limit County's right to terminate this Master Agreement as agreed to herein.

34. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline or should Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to County.

35. NONDISCRIMINATION AND AFFIRMATIVE ACTION

35.1 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.

35.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

35.3 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.

35.4 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.

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

35.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 35 when so requested by County.

35.7 If County finds that any provisions of this Paragraph 35 have been violated, such violation shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

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

36. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict County, including the Chief Executive Office, from acquiring similar, equal or like goods and/or services from other entities or sources.

37. NOTICE OF DELAYS

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

38. NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Director and County's Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Master Agreement. If County's Project Director, with assistance from County's Project Manager, is not able to resolve the dispute, the Director or designee shall resolve it.

39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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.

40. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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 H (Safely Surrendered Baby Law) of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

41. NOTICES

All notices or demands required or permitted to be given or made under this Master 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 Exhibits E (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

42. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Contractor and County agree that, during the term of this Master Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. PUBLIC RECORDS ACT

43.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 45 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public

records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". 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.

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

44. PUBLICITY

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

1. Contractor shall develop all publicity material in a professional manner; and
2. During the term of this Master Agreement, 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 County without the prior written consent of County's Project Director or designee. County shall not unreasonably withhold written consent.

44.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 44 shall apply.

45. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that 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 Master 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 Contractor and shall be made available to County during the term of this Master Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

45.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 45 shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement.

45.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Master Agreement, Work Order or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Master Agreement exceed the funds appropriated by County for the purpose of this Master Agreement.

46. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

47. SUBCONTRACTING

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

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

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

47.3 Contractor shall indemnify and hold 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.

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

47.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.

47.6 County's Project Medical Director, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.

47.7 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 County's consent to subcontract.

47.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to the person listed under CEO/Risk Management Branch in Exhibit E (County's Administration), before any subcontractor employee may perform any work hereunder.

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 22 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

49. TERMINATION FOR CONVENIENCE

49.1 County may terminate Master Agreement and ay Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by 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.

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

1. Stop work under this Master Agreement and any applicable Work Order(s) on the date and to the extent specified in such notice, and

2. Complete performance of such part of the work as shall not have been terminated by such notice.

49.3 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such

determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

49.4 Subject to the provisions of Paragraphs 49.1 and 49.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this Paragraph 49. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Master Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

49.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement and all Work Order(s) shall be maintained by Contractor in accordance with Paragraph 45 (Record Retention and Inspection/Audit Settlement).

50. TERMINATION FOR DEFAULT

50.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement including any Work Order issued hereunder, if, in the judgment of County:

1. Contractor has materially breached this Master Agreement or any Work Order; or
2. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required either under this Mater Agreement, including any Work Order; or
3. Contractor fails to demonstrate a high probability of (i) timely fulfillment of performance requirements or (ii) any obligations under this Master Agreement or any Work Order, and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

50.2 In the event that County terminates this Master Agreement, including any Work Order, in whole or in part as provided in Paragraph 50.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph 50.2.

50.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 50.2 if its failure to perform this Master Agreement or any Work Order arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of 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 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 Contractor and subcontractor, and without the fault or negligence of

either of them, 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 Contractor to meet the required performance schedule. As used in this Paragraph 51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

50.4 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default under the provisions of this Paragraph 50, or that the default was excusable under the provisions of Paragraph 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).

50.5 The rights and remedies of County provided in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

51. TERMINATION FOR IMPROPER CONSIDERATION

51.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of (i) securing this Master Agreement or any Work Order or (ii) securing favorable treatment with respect to the award, amendment or extension of this Master Agreement or Work Order or (iii) the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement or any Work Order. 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.

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

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

52. TERMINATION FOR INSOLVENCY

52.1 County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

1. Insolvency of Contractor. 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for Contractor; or
4. The execution by Contractor of a general assignment for the benefit of creditors.

52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Master Agreement in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

55. VALIDITY

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

56. WAIVER

No waiver by County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

57. WARRANTY AGAINST CONTINGENT FEES

57.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master 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 Contractor for the purpose of securing business.

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

58. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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.

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 Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

59. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 58 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

60. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Master Agreement upon which County may immediately terminate or suspend this Master Agreement. 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 Master Agreement. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

61. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPS

Contractor understands and agrees that neither Contractor nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of Contractor's services rendered pursuant to this Master Agreement, whether as a prime contractor or subcontractor, or as a contractor to any other prime contractor or subcontractor. Any such involvement by Contractor shall result in the rejection by County of the bid or proposal by the prime contractor in question.

62. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Master Agreement all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Master Agreement and any and all Work Orders, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Master Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration) upon request.

63. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

63.1 This Master Agreement is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

63.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

63.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

63.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the work order amount and what County's costs would have been if the work order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the County Office of Small Business of this information prior to responding to a solicitation or accepting a contract award.

64. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

64.1 This Master Agreement is subject to the provisions of County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

64.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

64.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

64.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such

certification has been awarded this work order to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the work order amount and what County's costs would have been if the work order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Work Order award.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Master Agreement to be executed on the day, month and year first above written.

COUNTY: CHIEF EXECUTIVE OFFICE

By _____
William T Fujioka

CONTRACTOR: _____

By _____
Signature

_____
Print Name

Title _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
VICTORIA MANSOURIAN
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	A-1
2.0	DEFINITIONS	A-2
3.0	OPERATIONAL REQUIREMENTS	A-3
4.0	HANDLING OF WORK PRODUCTS	A-10
5.0	MEDICAL EXAMINATION PROCESSING AND PROTOCOLS	A-11
6.0	CONTRACTOR'S QUALITY CONTROL PLAN	A-32
7.0	COUNTY'S QUALITY ASSURANCE PROGRAM	A-33
8.0	REMEDIES FOR NON-PERFORMANCE	A-34

1.0 SCOPE OF WORK

This Statement of Work sets forth requirements and obligations of any Contractor selected by County to provide Services under the Master Agreement. Contractor shall provide one or more of the following three medical exam Services: Pre-Placement, Wellness and Periodic. These three sets of exams intentionally overlap to provide maximum flexibility and efficiency for County.

The major components of each Service Grouping are summarized as follows:

Examination Description	Pre-Placement	Wellness	Periodic
Age 60 Firefighter Fitness-for-Duty Evaluation	✓	✓	
Armed Reserve Pool (Probation Department)	✓		
Asbestos (OSHA)			✓
Basic Pre-Placement Exam	✓		
Clandestine Lab Exam (Sheriff's Department)	✓	✓	✓
Commercial Driver Medical Evaluation	✓	✓	✓
Confined Space (Public Works)	✓	✓	✓
Crane Operator Medical Evaluation	✓		
Executive Wellness Exam		✓	
FBI Bomb School Entry Exam	✓		
Fitness-for-Life Wellness Exam (Firefighters/Lifeguards)		✓	
General Pre-Placement Exam	✓		
Hazmat (OSHA)	✓	✓	✓
Hearing Conservation (OSHA)			✓
Ill-At-Work (Airborne Transmissible) Evaluation	✓	✓	✓
Lead Exam (OSHA)	✓	✓	✓
Respirator Medical (OSHA)	✓	✓	✓
Return to Work Evaluation (Non-industrial)	✓	✓	✓
Safety Pre-Placement Exam	✓		
SCUBA (Divers)	✓		
TB Screening	✓	✓	✓

2.0 DEFINITIONS

The capitalized terms used in this Exhibit A without definitions shall have the meaning given to such terms in the Master Agreement. The following terms as used herein shall be construed to have the meanings set forth below, unless otherwise apparent from the context in which they are used.

2.1 **A LA CARTE SERVICE:** A specific physical exam or medical test performed as a single entity and priced as such

2.2 **CPG**: Clinical Practice Guidelines

2.3 **CST**: Cardiac stress test

2.4 **EXAMINATION**: A generic term used to refer to any specific medical service provided under this Master Agreement including both packages and a la carte items; for example, a Basic Pre-Placement Package, a chest x-ray, and a blood count are all "examinations"

2.5 **LEGIBLE**: Legible entries are those that can be read by County's Project Physician or County's Project Medical Director (see Master Agreement).

2.6 **LLN**: Lower limit of normal

2.7 **OHP**: Occupational Health Program in the County's Chief Executive Office

2.8 **PACKAGE**: A set of services bundled for pricing and delivery purposes; for example, an Asbestos Examination is a service package that includes a medical history, physical exam, and spirometry testing

2.9 **PERTINENT NEGATIVE FINDING**: A negative finding is considered pertinent when it contributes to the clinical assessment of a positive medical history or clinical test result.

2.10 **PROTOCOL SHEET**: A listing of authorized examinations to be performed for a given client

2.11 **REFLEXIVE TESTING**: Examinations done based on clinical indications as specified in the Protocol Sheet; for example, blood testing for diabetes in cases when there is glucose found on a screening urine test

2.12 **TOTAL WAITING TIME**: Minutes between sign-in at the reception desk and the performance of the first testing component added to all subsequent waiting times for subsequent testing components.

3.0 OPERATIONAL REQUIREMENTS

Contractors are responsible for meeting all operational requirements listed in this section when providing Services to County.

3.1 MINIMUM EQUIPMENT LEVELS

If on-site functional equipment falls below the operational requirements listed below, Contractor shall immediately cease to provide any directly impacted Packages and examinations, and notify County's Project Manager or County's Project Medical Director within one (1) Business Day.

3.1.1 The following equipment must be physically present and fully functional at every clinic:

3.1.1.1 12-Lead EKG

3.1.1.2 X-ray machine and associated equipment sufficient to do chest studies.

3.1.1.3 Audiometric testing booth which does not have background sound pressure levels exceeding those in Table C-1 of Appendix C (Common Errors) to the RFP in Sec. 5097 of Cal/OSHA G.I.S.O.

3.1.1.4 Audiometer capable of testing pure-tone frequencies from 500–8000 Hz.

3.1.1.5 Spirometer that has the capacity to produce both volume-time and flow-volume graphs meeting the minimum American Thoracic Society size requirements, and utilizes NHANES III (Hankinson 1999) reference values.

3.1.1.6 Titmus T2 vision screener (or more recent model) with perimeter

3.1.1.7 Titmus slide SCI-1 (signal lights)

3.1.1.8 Bailey-Lovie or ETDRS wall chart. This must be stored in a non-visible location or keep covered prior to use.

3.1.1.9 Stadiometer

3.1.1.10 Scale

3.1.2 Clinics that provide exams within the Pre-Placement Service must have all of the equipment listed in Section 3.1.1 (Minimum Equipment Levels), and the following additional equipment physically present and functional:

3.1.2.1 Cardiac treadmill and ECG recording equipment

3.1.2.2 X-ray machine and associated equipment sufficient to do chest, torso-skeletal, and extremity studies

3.1.2.3 Farnsworth D-15 color vision test

3.1.2.4 Daylight Illuminator with removable Flat Tray (Model 5139R from Richmond Products, Albuquerque NM) and single Verilux F15T8VLX 15w tube.

3.1.2.5 Reading card for Near Acuity

3.1.2.6 Jamar dynamometer

3.1.2.7 Harpenden or Lange calipers

3.1.3 Clinics that provide exams within Wellness Service must have all of the equipment listed in Section 3.1.1 (Minimum Equipment Levels), and the following additional equipment physically present and functional:

3.1.3.1 Cardiac treadmill and electro-cardiographic recording equipment

3.1.3.2 Jackson Strength Evaluation System or equivalent with both a V-grip and a straight grip handlebar.

3.1.3.3 Metronome

3.1.3.4 Stopwatch

3.1.3.5 Novel Acuflex I or equivalent trunk flexibility tester

3.1.3.6 Jamar dynamometer

3.1.3.7 Harpenden or Lange calipers

3.1.3.8 Gulick spring loaded tape measure

3.2 EQUIPMENT CALIBRATION AND MAINTENANCE

3.2.1 Audiometer

Calibrations must be consistent with the requirements of Sec. 5097(f) of Cal/OSHA G.I.S.O. which mandates daily functional (biological) checks, annual acoustic checks, and a biannual exhaustive calibration.

3.2.2 Audiometric Booth

Background sound pressure levels shall be measured at least every five (5) years, and shall not exceed those listed in Table C-1 of Section 5097 of Cal/OSHA G.I.S.O.

3.2.3 Spirometer

Accuracy checks shall be done at least daily when the spirometer is in use. Three liters (L) of air must be injected at three different speeds (6 L/sec for 1 second, 1 L/sec for 3 seconds, and 0.5 L/sec for 6 seconds). An acceptable spirometer response to each injection is of value between 2.90 and 3.00 L. Calibration syringes must be checked for leakage on a monthly basis.

3.2.4 Sphygmomanometers

Aneroid devices must be checked annually for leaks, incorrect zero, and calibration. Mercury devices must be checked annually for leaks, oxidation, and proper functioning of the mercury column.

3.2.5 ECG

ECG must be checked annually for electrical safety, proper paper speed, and tracing size.

3.2.6 Treadmill (Pre-Placement & Wellness clinics)

Must adhere to the manufacturer's recommended periodic maintenance schedule.

3.2.7 Scales and Stadiometers

Equipment with digital components must be checked annually for accuracy.

3.2.8 Maintenance

All annual and biannual maintenance, calibration, and accuracy checks must be done by an independent professional who shall provide Contractor with a written report.

3.2.9 Maintenance Reports

Maintenance, calibration, and accuracy check records shall be kept for a minimum of five (5) years and shall be provided to County upon request.

3.3 PERSONNEL

3.3.1 Language Competency

All employees who have direct contact with County clients must speak and understand English.

3.3.2 Licensing and Certification Requirements

3.3.2.1 Staff that take medical histories or conduct physical examinations during the performance of the following Packages must have an M.D. or D.O. degree, and be licensed as physicians by the State of California:

- Basic, General, and Safety Pre-Placement Exams
- Executive Wellness
- FBI Bomb School Entry Exam
- Fitness-for-Life and all Packages done on the same day
- SCUBA (Divers)

3.3.2.2 Staff that take medical histories or perform physical examinations during the performance of Packages not listed in Sub-paragraph 3.3.2.1 must do so within the scope of practice for their licensure as defined by regulations issued by the Federal government and/or the State of California.

3.3.2.3 All staff performing spirometry must have completed a NIOSH-certified live classroom course in spirometry within the last five (5) years.

3.3.2.4 All staff performing audiometry must be certified by the Council of Accreditation Occupational Hearing Conservation, and have completed a training course within the last five (5) years.

3.3.2.5 All staff performing radiographic studies must be permitted by the California Department of Health Services to perform chest, torso-skeletal, and extremity studies.

3.3.2.6 All staff performing drug test collections must possess a current Drug Test Collector Certificate per Federal Department of Transportation (D.O.T.) regulations.

3.3.2.7 All staff performing strength and flexibility testing must possess either:

- A college degree in Exercise Science, Physical Education, Kinesiology, Physical Therapy or fitness related field;

- A personal trainer certification from a nationally recognized agency such as ACSM, NSCA, ACE or NASM; or
- Have at least six (6) months experience administering strength and flexibility tests in a professional or academic setting, and be found to be competent in test administration and result interpretation by a representative of the Los Angeles County Fire Department.

3.4.2.8 Contractor shall ensure that all licensed and certified staff complete required continuing education and maintain licenses/certificates in current active status.

3.4.2.9 Contractor shall notify OHP within one (1) Business Day if any staff member loses or fails to maintain their licenses or certifications.

3.3.3 Staff Turnover

3.3.3.1 Contractor shall notify OHP within five (5) Business Days if any physician or licensed/certified staff member listed in Exhibit K (Contractors Clinical Staffing Plan) or Exhibit L (Contractors Listing of Subcontractors) is no longer employed or subcontracted by Contractor.

3.3.3.2 All new staff members who will be doing testing or examination of County clients must be pre-approved by County's Project Medical Director prior to the performance of clinical services.

3.3.4 Meetings with County Staff

3.3.4.1 Contractor's physicians may be required to attend up to five (5) hours of County-provided training sessions and meetings per year without additional cost to County.

3.3.4.2 Contractor's administrative staff including those responsible for preparing invoices may be required to attend up to two (2) hours of County-provided training sessions and meetings per year without additional cost to County.

3.3.4.3 Any parking fees will be paid for by Contractor.

3.3.4.4 Physicians and Contract Administrators who fail to attend required meetings will not be able to provide Services under the Master Agreement.

3.4 FACILITY

3.4.1 Waiting Times

Total waiting time for various testing components shall not exceed 60 minutes during any given client's visit.

3.4.2 Contractor's Office

3.4.2.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 4 p.m. Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Master Agreement.

3.4.2.2 Contractor's office shall include e-mail and internet access. Contractor will check e-mail at least once daily.

3.4.3 Parking

Each clinic must provide free, ample, and convenient off-street parking for County clients.

3.4.4 Appointments

3.4.4.1 All clinics shall be open Monday through Friday, except for County-recognized holidays. Contractor may elect to provide services on weekends and holidays.

3.4.4.2 Contractor shall provide scheduled appointment times for Pre-placement examinations, at a minimum, from 8:00 a.m. to 2:00 p.m.

3.4.4.3 Contractor shall provide scheduled appointment times for Periodic examinations, at a minimum, from 8:00 a.m. to 4:00 p.m.

3.4.4.4 Contractor shall provide scheduled appointment times for Wellness examinations, at a minimum, from 8:00 a.m. to 1:00 p.m.

3.4.4.5 Except for services that require running on a treadmill, no appointments shall be necessary for County clients requesting "a la Carte" services between the hours of 8:00 a.m. to 4:00 p.m.

3.4.5 Physical Plant

3.4.5.1 All clinics must have a testing lane or area that provides an appropriate viewing distance (minimum 8 ft) and illumination (between 80-320 cd/$m^{2)}$) for far vision testing with a Bailey-Lovie or ETDRS wall chart.

3.4.5.2 All clinics shall provide all contracted examinations within the confines of a single building, except for polysomnography, bone density scans, mammography, and coronary calcium studies.

3.4.5.3 Clinics that provide drug testing (Pre-placement Services Grouping) must maintain a bathroom that is dedicated and used exclusively for urine drug collections.

3.4.5.4 Clinics that provide Farnsworth D-15 color testing (Pre-placement Services Grouping) must have a room appropriate for color vision testing in which lighting can be restricted to the test material illuminant.

3.5 LEGIBILITY

3.5.1 All medical reports, records, and forms submitted by Contractor shall be legible as defined in Section 2.0 (Definitions) of this SOW.

3.5.2 County reserves the right to require the submission of typed records at no additional charge following written notice to Contractor of recurrent submission of illegible records.

3.6 MATERIALS

3.6.1 Contractor shall be responsible for the cost of all consumables.

3.6.2 Contractor is responsible for ensuring that all forms, medical questionnaires, Protocol Sheets, and CPG's are the most recent editions available from County's website.

3.7 CLINICAL TESTING LABORATORY

3.7.1 Clinics that provide drug testing (Pre-placement Services Grouping) must utilize a laboratory certified by the Federal government to perform testing for drugs of abuse.

3.7.2 Clinics that provide exams within Wellness Service Grouping must utilize a laboratory that has at least one satellite collection facility within Los Angeles County.

4.0 HANDLING OF WORK PRODUCTS

4.1 DUPLICATION

Contractor shall create a duplicate of all completed examination forms and medical records. This duplicate may be in electronic format. This requirement does not apply to radiographs.

4.2 RETENTION REQUIREMENT

Contractor shall maintain and store duplicates for a minimum of one (1) year.

4.3 DELIVERY TO OHP

4.3.1 Except for the Packages listed in Sub-paragraph 4.3.2, Contractor shall deliver or postmark all original work materials in hard copy, including, but limited to, work orders, protocol sheets, forms, test results, Cardiologist and Radiologist interpretations, and radiographs within 10 Business Days.

4.3.2 For the Packages listed below, Contractor shall deliver or postmark all original work materials, including, but limited to, work orders, protocol sheets, forms, test results, Cardiologist and Radiologist interpretations, and radiographs within 15 Business Days:

- Fitness-for-Life Packages and associated Packages performed on the same day as the Fitness-for-Life
- Executive Packages

4.3.3 Delivery may be made by messenger, U.S. Mail, or other secure method at the discretion and expense of Contractor.

4.3.4 <u>Transmittal Spreadsheets</u>

4.3.4.1 Each delivery shall include a transmittal spreadsheet in Excel format. This must either accompany the delivery on a digital storage device, or be emailed to OHP no later than the date of delivery.

4.3.4.2 The spreadsheet must include entries (in all capital letters) in the following fields in the following order: gender (enter “M” or “F”), client identification number (enter SSN or 6-digit County employee number), client last name, first name, middle initial, ordering department’s number (enter 3 digits), item number (enter 4 digits), date of service, birthdate, applicant/employee code (enter “A” or “P”), clinic code (enter two letters), triage code

(enter 1-14 letters), client's street address, client's city/state/zip code.

4.3.4.3 Providers of Wellness, Periodic, and Mobile examinations may omit Client's street address and city/state/zip code if the client is triaged to "No Restrictions."

5.0 MEDICAL EXAMINATION PROCESSING AND PROTOCOLS

In general, Contractor will be contacted by a departmental representative to schedule a client for performance of medical examination package. The representative will complete a Work Order (See Paragraph 3 of the Master Agreement) and forward it to Contractor. On the appointment date, Contractor shall download the corresponding Protocol Sheet which specifies the forms, examinations, and tests that are required. County's Clinical Practice Guidelines (CPG) and Clinical Testing Procedures specify how County expects these examinations to be performed.

5.1 PROTOCOL SHEETS

5.1.1 Contractor shall download the proper Protocol Sheet from County's website as follows:

5.1.1.1 For Basic, General, and Safety Pre-placement Packages, the proper Protocol Sheet is downloaded from the table of Pre-Placement Protocol Sheets based on the Item Number specified in the Work Order.

5.1.1.2 For other packages, Protocol Sheets are downloaded from either the listing of Wellness Protocol Sheets or Periodic & Mobile Protocol Sheets based on the package(s) specified in the Work Order.

5.1.2 Contractor shall perform all testing components listed in the section labeled "Package".

5.1.3 Contractor shall perform all testing components listed in the section labeled "Required" or "Additional" Testing.

5.1.4 Contractor staff shall perform testing as clinically indicated in the section labeled "Reflexive Testing."

5.2 CLINICAL PRACTICE GUIDELINES & TESTING PROCEDURES

5.2.1 Contractor shall ensure that staff complies with the applicable guidelines found within the following documents:

- Pre-Placement CPG
- Periodic & Mobile Services CPG
- Wellness CPG
- Clinical Testing Procedures.

5.2.2 County reserves the right to update these documents upon a five (5) business day notice to Contractor.

5.3 PACKAGES

This section describes the examination components, required forms, and applicable CPG's for each Package. Please note the following:

- Packages occasionally contain minor reflexive tests that are done only on a subset of clients. These are denoted below by the symbol "►". The cost of these reflexive tests must be included in the pricing for a Package.

- Except where noted, medical histories and physical exams may be performed by a Physician's Assistant or Nurse Practitioner.

5.3.1 Age 60 Firefighter Evaluation

Package Components:

Height/Weight
Dipstick urinalysis for glucose, protein, and blood
Blood pressure, pulse rate, rhythm
Far acuity: Corrected OU, OS, OD (Titmus)
Audiogram
EKG: May require Cardiologist read per Clinical Testing Procedures
History: Review of Age 60 Questionnaire
Physical: "Complete" exam as defined in the Periodic & Mobile CPG

Required Forms:

Protocol Sheet
Employee Examination Data form
Medical Examiner's Note

CPG: See pages 2-10 in the Wellness CPG

5.3.2 Armed Reserve Pool

Package components:

Height/Weight
Dipstick urinalysis for glucose, protein, and blood
Blood pressure, pulse rate, rhythm

Far acuity: Corrected OU (Titmus)
Audiogram with manual repeat of any threshold >25 dB
Drug test (County 8-drug panel) after completion of Drug Test Notification Form
History: Review of Armed Reserve Pool Questionnaire
Physical: "Complete" exam as defined in the Periodic & Mobile CPG

Required Forms:

Protocol Sheet
Employee Examination Data form
Medical Examiner's Note

CPG: See pages 2-9 in the Periodic & Mobile CPG

5.3.3 Asbestos

Package components:

Height/Weight
Spirometry
History: Review of either Asbestos, Initial or Asbestos, Annual Questionnaire*
Physical: Must include a pulmonary and abdominal examination*
►If FVC < LLN, measure chest expansion with inhalation

*History & Physical may be done by N.P. or P.A., but required correspondence to employee must be from supervising Physician.

Required Forms:

Protocol Sheet
Employee Examination Data form
Employee Medical Results form
Medical Examiner's Note

CPG: See pages 2-8 and 10 in the Periodic & Mobile CPG

5.3.4 Basic Pre-Placement Exam

Package components:

Far acuity: Corrected OU (Titmus)
Near acuity: Corrected OU
History: Review of Basic Questionnaire by Physician

Required Forms:

Protocol Sheet (various based on Classification, for example 0763)
Basic Examination Data form
Pre-Placement Results Form

CPG: See pages 2-16 in the Pre-Placement CPG

5.3.5 Clandestine Lab Exam

Exam components:

Height/Weight
Blood pressure & pulse
Spirometry
Blood Chemistry Panel
History: Review of Clandestine Lab Questionnaire
Physical: Must include ENT, lung, cardiac, and abdominal exam
►If FVC < LLN, measure chest expansion with inhalation

Required Forms:

Protocol Sheet
Employee Examination Data form
Medical Examiner's Note
Employee Medical Results form

CPG: See pages 2-8 and 11 in the Periodic & Mobile CPG

5.3.6 Commercial Driver's Medical Evaluation

Exam components:

Height/Weight
Blood pressure, pulse, & rhythm
Forced Whisper test at 5 feet in each ear
Dipstick urinalysis for glucose, protein, blood, & specific gravity
Far acuity (Titmus): Uncorrected & corrected OU, OS, and OD
Color vision with Titmus signal lights slide
Peripheral vision (Titmus)
History: Review of DMV Form DL51 and County Commercial Drivers Supplemental Questionnaire
Physical: "Complete" exam as defined in the Periodic & Mobile CPG

Required Forms:

Protocol Sheet
DMV Medical Certificate – obtain from DMV

Medical Examiner's Note
Employee Medical Results form
Titmus Results Form with Signal Lights

CPG: See pages 2-8 and 12-15 in the Periodic & Mobile CPG

5.3.7 Commercial Driver Medical Evaluation (Done with Fitness-for-Life exam)

This exam will be completed on the same day as a Fitness-for-Life exam. Therefore, the components below do not include height/weight, blood pressure, hearing, far acuity, or a physical exam.

Exam components:

Urine specific gravity
Peripheral vision (Titmus)
Color vision with Titmus signal lights slide
History: Review of DMV Form DL51 and County Commercial Drivers Supplemental Questionnaire by Physician

Required Forms:

Protocol Sheet
DMV Medical Certificate – obtain from DMV
Medical Examiner's Note
Employee Medical Results form
Titmus Results Form with Signal Lights

CPG: See pages 2-9 and 11-15 in the Wellness CPG

5.3.8 Commercial Driver Medical Evaluation (Done with Pre-Placement exam)

This exam will be completed on the same day as a General Pre-Placement exam. Therefore, the components below do not include height/weight, blood pressure, hearing, corrected far acuity, or a supplemental questionnaire.

Exam components:

Urine specific gravity
Peripheral vision (Titmus)
Far acuity: Uncorrected OU, OS, OD (Titmus)
Color vision with Titmus signal lights slide
History: Review of DMV Form DL51 by Physician
Physical: "Complete" exam as defined in the Pre-Placement CPG performed by Physician

Required Forms:

DMV Medical Certificate – obtain from DMV
Titmus Results Form with Signal Lights

CPG: See pages19-20 in the Pre-Placement CPG

5.3.9 Confined Space

Exam components:

History: Review of Confined Space Questionnaire

Required Forms:

Protocol Sheet
Employee Examination Data form
Medical Examiner's Note
Employee Medical Results form

CPG: see pages 2-8 and 16 in the Periodic & Mobile CPG

5.3.10 Crane Operator

Exam components:

Height/Weight
Blood pressure, pulse, & rhythm
Audiometry
Dipstick urinalysis for glucose, protein, blood, & specific gravity
Non-DOT Substance Abuse Panel (8 substance)
Far acuity (Titmus): corrected OU, OS, OD
Color vision with Titmus signal lights slide
Horizontal field of vision (Titmus)
History: Review of Crane Operator Questionnaire
Physical: “Complete” exam as defined in Pre-Placement CPG

Required Forms:

Protocol Sheet
Employee Examination Data form
Medical Examiner's Note
Employee Medical Results form

CPG: See pages 2-8 and 16 in the Periodic & Mobile CPG

5.3.11 Executive Medical

Exam components:

Height/Weight/Waist
Urinalysis, Complete
Body fat
Blood pressure & pulse
Far acuity (Titmus): Uncorrected and corrected OU, OS, OD
Near acuity: Corrected OU
CBC
Blood Chemistry Panel
Total Cholesterol, HDL, LDL
Hemoglobin A1c
EKG
Spirometry
Audiometry
History: Review of Executive Medical History Questionnaire by Physician
Physical: "Complete" exam as defined in the Wellness CPG performed by Physician

Required Forms:

Protocol Sheet (will be sent to Contractor by OHP staff)
Body Fat Worksheet
Wellness Examination Data Form
Medical Examiner's Note

CPG: See pages 2-9 and 16-17 in the Wellness CPG

5.3.12 FBI Bomb School Entry Exam

Exam components:

Height/Weight
Body Fat
Blood pressure & pulse
Audiometry
Dipstick urinalysis for glucose, protein, blood, and specific gravity
Complete urinalysis
PPD
Far acuity (Titmus): Uncorrected & corrected OS, OD, OU
Near acuity (Titmus): Uncorrected & corrected OS, OD
Color vision: Farnsworth D-15
EKG: May require Cardiologist read per Clinical Testing Procedures
History: Review of FBI Bomb School/SF 93 performed by Physician

Physical: "Complete" exam as defined in the Periodic & Mobile CPG performed by Physician

Required Forms:

Protocol Sheet
Employee Medical Results form
Hazardous Devices School Physical Capacities Form
SF 88

CPG: See pages 2-8 and 17-18 in the Periodic & Mobile CPG

5.3.13 Firefighting Equipment Operator Medical (Done with Fitness-for-Life exam)

Exam components:

Peripheral vision (Titmus)
Color vision with Titmus signal lights slide
History: Review of County Commercial Drivers Supplemental Questionnaire by Physician
Completion of DMV Form 546A by Physician

Required Forms:

Protocol Sheet
Medical Examiner's Note
Employee Medical Results form
Titmus Results Form with Signal Lights

CPG: See pages 2-9 and 18 in the Wellness CPG

5.3.14 Fitness-for-Life (Age <40)

Exam components:

Height/Weight/Waist
Dipstick urinalysis for glucose, protein, and blood
Body fat
Blood pressure & pulse
Far Acuity: Uncorrected and corrected OU, OS, OD (Titmus)
Near acuity: Corrected OU
Spirometry
Audiometry
Jamar
Leg Strength
Arm Strength
Push-ups
Curl-ups and/or Static Prone Plank Test (Employee's option)

Sit and Reach
History: Review of Fitness-for-Life Questionnaire by Physician
Physical: "Complete" exam as defined in the Wellness CPG performed by Physician
Physical Fitness Counseling

Required Forms:

Protocol Sheet
Body Fat Worksheet
CV Fitness Worksheet
Medical Examiner's Note
Employee Medical Results Form
Fitness-for-Life Medical Exam Compliance Form
Fitness-for-Life Consent and Release Form
Wellness Examination Data Form
Gerkin Worksheet
Strength and Flexibility Worksheet

CPG: See pages 2-9 and 19-23 in the Wellness CPG. Please note that the required written communication to the employee must be in letter format. The written communication may not consist of simply sending the employee a copy of the Medical Examiner's (SOAP) Note along with copies of lab reports.

Data Entry: Contractor shall enter the following data into an Excel spreadsheet: Clinic Name, month and year of exam, item number, age, sex, height, weight, body fat, treadmill time, VO2, maximum heart rate, right and left grip strength, leg strength, flexion, number of push-ups, number of curl-ups, and any comments regarding physical testing. The spreadsheet shall not contain any personal identifying information such as name, SSN, or employee number. The spreadsheet shall be maintained by the Contractor and provided to the Fire Department and the OHP upon request.

5.3.15 Fitness-for-Life (Age 40+)

Exam components:

Height/Weight/Waist
Dipstick urinalysis for glucose, protein, and blood
Body fat
Blood pressure and pulse
Far Acuity: Uncorrected and corrected OU, OS, OD (Titmus)
Near acuity: Corrected OU
CBC
Blood Chemistry Panel

Total cholesterol, HDL, LDL
Spirometry
Audiometry
Jamar
Leg Strength
Arm Strength
Push-ups
Curl-ups and/or Static Prone Plank Test (Employee's option)
Sit and Reach
History: Review of Fitness-for-Life Questionnaire by Physician
Physical: "Complete" exam as defined in the Wellness CPG plus rectal/guaiac by Physician
Physical Fitness Counseling

Required Forms:

Protocol Sheet
Body Fat Worksheet
CV Fitness Worksheet
Medical Examiner's Note
Employee Medical Results Form
Fitness-for-Life Medical Exam Compliance Form
Fitness-for-Life Consent and Release Form
Wellness Examination Data Form
Gerkin Worksheet
Strength and Flexibility Worksheet

CPG: See pages 2-9 and 19-23 in the Wellness CPG. Please note that the required written communication to the employee must be in letter format. The written communication may not consist of simply sending the employee a copy of the Medical Examiner's (SOAP) Note along with copies of lab reports.

Data Entry: Contractor shall enter the following data into an Excel spreadsheet: Clinic Name, month and year of exam, item number, age, sex, height, weight, body fat, treadmill time, VO2, maximum heart rate, right and left grip strength, leg strength, flexion, number of push-ups, number of curl-ups, and any comments regarding physical testing. The spreadsheet shall not contain any personal identifying information such as name, SSN, or employee number. The spreadsheet shall be maintained by the Contractor and provided to the Fire Department and the OHP upon request.

5.3.16 General Pre-placement Exam

Exam components:

Height/Weight
Dipstick urinalysis for glucose, protein, and blood
Blood pressure, pulse rate, & rhythm
Far acuity: Corrected OU, OS, OD (Titmus)
Near acuity: Corrected OU
Audiometry
History: Review of General Pre-placement Questionnaire by Physician

Required Forms:

Protocol Sheet (various based on Classification, for example 2329)
General Exam Form

CPG: See pages 2-12 and 17 in the Pre-Placement CPG

5.3.17 HAZMAT

Exam components:

Height/Weight
Blood pressure & pulse
Dipstick urinalysis for glucose, protein, blood, and specific gravity
Spirometry
CBC
Blood chemistry panel
History: Review of HAZMAT Questionnaire

Required Forms:

Protocol Sheet
Employee Examination Data form
Medical Examiner's Note
Employee Medical Results form

CPG: See pages 2-8 and 19 in the Periodic & Mobile CPG

5.3.18 HAZMAT (Done with Fitness-for-Life exam)

This examination will be completed on the same day as a Fitness-for-Life examination. Therefore, the “Package” has no exam components or required forms, and consists of only a work fitness assessment (triage) as specified on pages 24-25 in the Wellness CPG.

5.3.19 Hearing Conservation

Exam components:

Obtain baseline audiogram from OHP

Audiometry
Calculation of Significant Threshold Shift
- ►If (+STS): Determine OSHA recordability
- ►If (+STS): Physician or CAOHC certified staff must take a brief otologic history, and document current use of hearing protection
- ►If (+STS) or symptoms referable to the ear: Physician or CAOHC certified staff must do otologic exam

Required Forms:

Protocol Sheet
Medical Examiner's Note
Employee Medical Results form

CPG: See pages 2-8 and 20-21 in the Periodic & Mobile CPG

5.3.20 ILL-at-Work Evaluation

The purpose of this program is to address supervisory concerns that an employee may be at work while contagious with the flu or other airborne transmissible disease. These concerns should be related to the supervisor's observation of current flu signs or symptoms. Supervisors have been instructed to ask these employees to go home or to see their private doctors for clearance for return-to-duty. If an employee refuses, supervisors may elect to send the employee to your clinic for an "ILL-at-Work" evaluation.

Exam components:

Temperature
History: Obtain relevant history related to the concerns and observations from the supervisor
Physical: Must include exam of oro-pharynx, cervical nodes, & chest auscultation

Required Forms:

Protocol Sheet
Medical Examiner's Note
Employee Medical Results form

CPG: See pages 2-8 and 22 in the Periodic & Mobile CPG

5.3.21 Lead Exam

Exam components:

Blood lead & ZPP: performed by a OSHA-certified lab (see listing)

Required Forms:

Protocol Sheet
Medical Examiner's Note
Employee Medical Results form

CPG: See page 23 in the Periodic CPG

5.3.22 Respirator Medical

Exam components:

History: Review of Respirator Questionnaire

Required Forms:

Protocol Sheet
Medical Examiner's Note
Employee Medical Results form

CPG: See pages 2-8 and 24 in the Periodic & Mobile CPG

5.3.23 Return to Work Evaluation

Exam components:

History: Take an appropriate history based on the nature of the supervisor's concerns, employee's medical condition, review of whatever records the employee brings to the evaluation, and the demands of the position.

Required Forms:

Protocol Sheet
Medical Examiner's Note
Employee Medical Results form

CPG: See pages 2-8 and 25-26 in the Periodic & Mobile CPG

5.3.24 Safety Pre-placement Exam

Exam components:

Dipstick urinalysis for glucose, bilirubin, protein, and blood
Drug test (County 8-drug Panel) after completion of Drug Test Notification Form
Blood pressure & pulse rate
Far acuity: Uncorrected OD, OS, OU (Titmus)

►If either eye >20/30, repeat uncorrected with BL or ETDRS chart

►If either eye >20/30 by chart, repeat chart with correction

Near acuity: Corrected OU (Titmus)
EKG: May require Cardiologist read per Clinical Testing Procedures
Spirometry
Audiometry: ► If any threshold >25 dB (except 6 or 8 kHz), do manual repeat
History: Review of Safety Questionnaire by Physician
Physical Exam: "Safety" exam as defined in Pre-Placement CPG performed by Physician

Required Forms:

Protocol Sheet (various based on Classification, example 9308L2)
Safety Exam Form

CPG: See pages 2-12 and 17-18 in the Pre-Placement CPG

5.3.25 SCUBA

Exam components:

Height/Weight
Blood pressure & pulse
Audiometry
Spirometry
CBC
Complete urinalysis (send to lab)
EKG
History: Review of SCUBA Questionnaire by Physician
Physical: ENT (including auto-inflation), pulmonary, cardiac, neuro, GU, and abdominal components of a "Complete" exam (as defined in the Periodic & Mobile CPG) performed by Physician

Required Forms:

Protocol Sheet
Medical Examiner's Note
Employee Medical Results form

CPG: See pages 2-8 and 27-30 in the Periodic & Mobile CPG

5.3.26 SCUBA (Done with Fitness-for-Life exam)

Exam components:

Complete urinalysis (send to lab)
History: Review of SCUBA Questionnaire by Physician
Physical: Observe TM movement during Valsalva ("auto-inflation")

Required Forms:

Protocol Sheet

CPG: See pages 2-7 and 26-29 in the Wellness CPG

5.3.27 TB Screening

Exam components:

History: Review TB questionnaire (Contractor may use their in-house form)
PPD (unless history of positive PPD in past)

Required Forms:

Protocol Sheet
Medical Examiner's Note
Employee Medical Results form

CPG: See page 31 in the Periodic & Mobile CPG

5.4 "A LA CARTE" SERVICES

The following provides performance requirements on selected tests and services that may be included as part of a Package or added (at additional cost) by the Protocol Sheet on the day of examination, or may be ordered separately by OHP at a later date. A complete list of potential additional components is found in the applicable rate sheets of the Pricing Schedule.

5.4.1 Amitriptyline: Urine testing by GC/MS

5.4.2 Audiometry

5.4.2.1 All audiograms must be performed in a booth which has background sound pressure levels that do not exceed those in Table C-1 of Section 5097 of Cal/OSHA G.I.S.O.

5.4.2.2 All audiograms must be performed by staff certified in Occupational Hearing Conservation by the Council of Accreditation Occupational Hearing Conservation (CAOHC) within the last five (5) years.

5.4.2.3 The name of the staff member performing the audiogram must be clearly written on the test results.

5.4.2.4 Testing frequencies shall include 500, 600, 2000, 3000, 4000, and 6000 Hz in each ear.

5.4.2.5 Audiograms may be initially done in automatic mode. However, Contractor shall provide reflexive manual repeat testing at no charge to County when indicated by the Protocol Sheet.

5.4.3 Blood Chemistry Panel (a.k.a. Chemistry Panel)

5.4.3.1 Panel must include the following tests:

Bilirubin (Total)	Total Protein	A/G Ratio
Bilirubin (Direct)	Albumin	Globulin
BUN	Creatinine	Alkaline Phosphatase
Glucose	ALT	GGT
AST	Sodium	Chloride
Potassium	Phosphorous	Magnesium
Calcium	Uric Acid	

5.4.3.2 Panel must not include any additional tests not listed in Section 5.4.3.1

5.4.4 Blood Pressure & Pulse (Recheck)

Procedures shall conform to those described on pages 2-3 in the Clinical Testing Procedures.

5.4.5 Body Fat

5.4.5.1 All testing shall be done with Harpenden or Lange calipers

5.4.5.2 Procedures shall conform to those described on pages 10-13 in the Clinical Testing Procedures with results recorded on the Body Fat Worksheet.

5.4.5.3 The cost for body fat testing shall include a minimum of two skin fold measurements at each site. A third measurement is required if the two measurements at a site differ by more than 2.0 mm.

5.4.5.4 The name of the staff member performing the body fat must be clearly written on the test results.

5.4.6 Butalbitol: Urine testing by GC/MS

5.4.7 Cardiac Stress Testing (CST)

5.4.7.1 Procedures shall conform to those generally accepted as the standard of care in the community, with the additional considerations described on pages 3-4 in the Clinical Testing Procedures.

5.4.7.2 The exercise target for all testing will be maximum exertion (not 85% maximum heart rate).

5.4.7.3 Treadmill testing done under the "Gerkin" protocol will conform to the procedures described on pages 5-6 in the Clinical Testing Procedures with results recorded on the Gerkin Protocol Worksheet.

5.4.7.4 All CST's and associated resting ECG's must be read by a Board-Certified Cardiologist.

5.4.8 Carisoprodol: Urine testing by GC/MS

5.4.9 Curl-Up's

Procedures shall conform to page 14 in the Clinical Testing Procedures with results recorded on the Strength and Flexibility Worksheet.

5.4.10 Cyclobenzaprine: Urine testing by GC/MS

5.4.11 DL51: Reissue Med Exam Report & Medical Certificate

This often follows the issuance of a 3-month temporary clearance after minor problems such as blood pressure, vision, or glucosuria have been evaluated by OHP staff. A County Project Physician will issue a Work Order directing the Contractor to reissue the Report and Certificate based on any new test results and the original examination. The Contractor mails the original to the client with a copy to OHP.

5.4.12 Drug Test Panel: 8-Substance

5.4.12.1 Panel must include

Amphetamines	Benzodiazepines	Marijuana
Barbiturates	Cocaine	PCP
Opiates	Methadone	

5.4.12.2 Cut-Off Values shall equal those listed on page 26 in the Clinical Testing Procedures

5.4.12.3 Pricing shall include

Urine collection
Repeat collections (if needed on same day)
Initial lab analysis
Confirmation testing by GC/MS (if needed)
6-acetylmorphine analysis if morphine present at ≥2000 ng/ml
D/L amphetamine confirmation when requested by OHP's MRO

5.4.12.4 Collection procedures shall be consistent with those required under Federal D.O.T. regulations (49 CFR Part 40 and Part 382) with the exception that clients must be given a full four hour period to provide an adequate specimen. If the four hour time period may extend beyond the operating hours of the clinic, OHP must be called so that transfer to another clinic can be properly planned for.

5.4.12.5 Analysis must be done by a laboratory certified by the Federal Substance Abuse and Mental Health Services Administration (SAMSHA) to engage in urine drug testing for Federal Agencies.

5.4.13 Drug Re-Test at Limits of Detection: Repeat testing of "Bottle A" at the limits of detection using GC/MS for all of the eight substances listed in 5.4.11.1. This must be ordered by the Contractor on a "reflex" basis immediately upon the Contractor's receipt of drug testing results indicating a dilute specimen.

5.4.14 Drug Test of Split Specimen: Includes handling charges and GC/MS testing for one or more substances by a second certified laboratory.

5.4.15 ECG: All ECG's, except those listed on page 3 in the Clinical Testing Procedures, shall be read by a Board-Certified Cardiologist.

5.4.16 Exercise Challenge Testing (ECT):

5.4.16.1 Procedures shall conform to those described on pages 21-22 in the Clinical Testing Procedures.

5.4.16.2 Contract staff must use the County's Exercise Challenge Test Form to record results.

5.4.17 Farnsworth D-15

5.4.17.1 Procedures shall conform to those described on pages 28-29 in the Clinical Testing Procedures

5.4.17.2 Clients must sign the written instructions for the test (D15 Instructions).

5.4.17.3 All testing shall be done in a room whose only light source is the illumination provided by a Richmond Products True Daylight Illuminator (Model 5139R) utilizing a single Verilux F15T8VLX 15w tube positioned over the testing materials.

5.4.17.4 Pricing must include immediate repeat testing if client fails the first test administration.

5.4.18 Hydrocodone: Urine testing by GC/MS

5.4.19 Jamar Grip Testing: Procedures shall conform to those described on pages 16 in the Clinical Testing Procedures.

5.4.20 Lipid Panel: Panel must include Total Cholesterol, HDL, LDL, Triglycerides, and Cholesterol/HDL ratio.

5.4.21 Methadone: Urine testing by GC/MS

5.4.22 Oxycodone: Urine testing by GC/MS

5.4.23 Physical Exam: Complete

5.4.23. The examination components shall include all those listed on pages 10-11 in the Pre-Placement CPG.

5.4.23.2 Exam must be done by a licensed Physician.

5.4.23.3 All positive and pertinent negative findings (see Definitions 2.10) must be fully described, or the exam will be considered incomplete. Simple placement of a "✓" mark in a form box indicating "Within Normal Limits" will not be considered a full description of pertinent negative findings.

5.4.24 Physical Exam: "As Needed"

5.4.24.1 The contract Physician shall perform a focused exam limited to a specific body part when either a positive medical history or an abnormal clinical test raises potential concerns related to the goals of the pre-placement evaluation (see page 3 in the Pre-Placement CPG).

5.4.24.2 The County reserves the right to refuse payment for an "As Needed" exam if the performance of such is subsequently deemed unnecessary upon review by a County Project Physician.

5.4.24.3 In general, the County expects the Contract Physician to perform a thorough exam of the body part in question. At a minimum, the exam must be sufficiently thorough to address the clinical question at issue, and include all of the specific components for that body part listed under the description of a "Complete" exam found on pages 10-11 in the Pre-Placement CPG.

5.4.24.4 All positive and pertinent negative findings (see under Section 2.0 (Definitions)) must be fully described to be considered completed. Simple placement of a "✓" mark in a form box indicating "Within Normal Limits" will not be considered a full description of pertinent negative findings.

5.4.25 Plank Test: Procedures shall conform to page 18 in the Clinical Testing Procedures with results recorded on the Strength and Flexibility Worksheet.

5.4.26 PPD: Includes only placement of the PPD test and subsequent reading. Note that "a la carte" PPD testing is only used in conjunction with pre-placement exams. Therefore, administration of a TB questionnaire is not necessary.

5.4.27 Push-ups: Procedures shall conform to page 19-20 in the Clinical Testing Procedures with results recorded on the Strength and Flexibility Worksheet.

5.4.28 Radiographic studies

5.4.28.1 All radiographs shall be read by a Board-Certified Radiologist.

5.4.28.2 Studies specifying "B-read" shall be read by a Physician certified by the National Institute for Occupational Safety and Health as a B-reader.

5.4.28.3 All radiographs must clearly indicate the initials or name of the X-ray Technician.

5.4.29 Signal Lights (Titmus SCI-1 slide)

5.4.29.1 Procedures shall conform to those described on pages 29-30 in the Clinical Testing Procedures.

5.4.29.2 Contract staff must use Titmus Results Form with Signal Lights to record results.

5.4.30 Spirometry

5.4.30.1 Staff performing spirometry must have completed a live NIOSH-approved spirometry course within the last five years.

5.4.30.2 The name of the staff member performing spirometry must be clearly written on the spirogram.

5.4.30.3 Testing must be consistent with the NIOSH recommended procedures (see http://www.cdc.gov/niosh/docs/2004-154c/pdfs/2004-154c-ch4.pdf and pages 22-23 in the Clinical Testing Procedures.

5.4.30.4 Spirometry must be repeated up to eight times to obtain at least three technically acceptable tracings which include two tracings with FEV1 and FVC values that differ by no more than 5%.

5.4.31 Strength and Flexibility Assessment:

5.4.31.1 Contractor shall perform arm strength, curl-ups, sit & reach, Jamar, leg strength, and push-ups per page 9-20 in the Clinical Testing Procedures with results recorded on the Strength and Flexibility Worksheet.

5.4.31.2 Counseling shall be done by an exercise physiologist, physical therapist, physician, or other qualified health care professional who is capable of applying the American College of Sport's Medicine's (ACSM) recommendations for exercise prescription.

5.4.32 Supplemental Respirator History: Contract physician shall interview the client to obtain appropriate details on all positive responses on a supplemental questionnaire administered during a pre-placement exam.

5.4.33 Tramadol: Urine testing by GC/MS

5.4.34 Treadmill Testing for Aerobic Capacity: This is a treadmill test performed with either the Bruce or Gerkin protocol without EKG monitoring.

5.4.35 Vision Recheck Using Bailey-Lovie or ETDRS Chart

5.4.35.1 Procedures shall conform to those described on pages 27-28 in the Clinical Testing Procedures.

5.4.35.2 Testing shall include O.S, O.D, and O.U., uncorrected and corrected.

5.4.35.3 Scoring shall be recorded on a separate sheet which includes the name of the technician.

5.4.36 Vision testing using near point card:

5.4.36.1 Testing shall be done with correction (if available) with both eyes open.

5.4.36.2 Testing material shall consist of a commercially available reading card with Jaeger scoring of font sizes.

5.4.37 Flu (Seasonal) Vaccination: see below

5.4.38 MMR Immunization: see below

5.4.39 Td Vaccination: see below

5.4.40 Tdap Vaccination: see below

5.4.41 Varicella Immunization: see below

In pricing the above vaccinations, please include screening for contraindications, obtaining consent, and providing the following information in writing (on your stationary) for each vaccination to the employee's supervisor:

a) Name of employee
b) Date of vaccination
c) A statement as to whether employee needs to be restricted from potential exposure to the applicable infectious agent, or cannot safely be vaccinated
d) A statement regarding whether an additional dose of vaccine is necessary and the date when this should be given

5.4.42 Quantiferon TB Gold In-Tube: To ensure consistent results, this must be done by Primex Clinical Lab in Van Nuys. Please call Mike Hughes at 805-402-3021 for pricing. Tube handling requires special training of staff, but Primex will come to your clinic for this training. They will also send a courier for same day pick up of samples. This is critical since the samples must be mixed with antigen within 12 hours of collection.

6.0 CONTRACTOR'S QUALITY CONTROL PLAN

Contractor shall establish and utilize a comprehensive Quality Control Plan. The Plan shall be submitted to County for review prior to providing any Services under the Master Agreement, and thereafter, upon request. At a minimum, the Plan shall include the following:

6.1 INTERNAL MONITORING

Methods used to ensure that all terms, specifications and requirements found within the Master Agreement and this SOW, and all directives found in County's CPG's are met. Particular attention should be made to the establishment of procedures to reduce the frequency of common errors.

Plan must specify what monitoring activities will be done, when these will occur, and who specifically will perform them (include name and title of responsible staff).

6.2 RESPONSE TO NOTIFICATION OF DEFICIENCIES

Procedures for review and correction of deficiencies following notification from County. The Plan must specify what actions will be taken and by whom.

6.3 EQUIPMENT MAINTENANCE

6.3.1 Methods used and schedule (including month and year when applicable) for the maintenance, accuracy testing, and calibration of equipment as specified in Section 3.2 (Equipment Calibration and Maintenance). Plan must also identify the staff members who will be responsible for daily checks, as well as the vendor(s) who will provide required annual maintenance and reports.

6.3.2 Provisions for retention of maintenance, accuracy testing, and calibration records for at least five (5) years.

7.0 COUNTY'S QUALITY ASSURANCE PROGRAM

7.1 REVIEW OF RECORDS

To ensure a high standard of performance under this Master Agreement, the County employs a very active program of quality assurance. This begins with a multi-step process to detect deficiencies:

- County's Project Monitors inspect records upon receipt to ensure completeness and timeliness.
- County's Project Physicians review records for legibility and compliance with applicable medical protocols (Protocol Sheets) and CPG's.
- County's Project Manager reviews invoices for accuracy, completeness, and timeliness.

Deficiencies are entered into a "QA" spreadsheet maintained for each clinic location. Each entry includes the client's name, date of service, the name of the Contractor's staff person responsible for the deficiency, the nature of the deficiency, and the name of the service performed.

Every 2-4 weeks, QA spreadsheets are emailed to Contractor. Contractors may contest a deficiency by emailing either County's Project Manager or County's Project Medical Director.

Every quarter, County's Project Manager sends each Contractor a quarterly QA summary which presents the frequency of deficiencies and a ratio of deficiencies to the number of Packages performed (QA Ratio) for each Service. This summary includes a comparison to the competing contractors who provide the same Service.

7.2 SITE INSPECTIONS

County personnel or designees may conduct site visits to observe performance, and activities, and review documents relevant to this Master Agreement at any time during normal Business Hours. However, these personnel may not unreasonably interfere with Contractor's performance.

8.0 REMEDIES FOR NON-PERFORMANCE

8.1 POSTING OF QA RATIOS TO THE OHP'S WEBSITE

County routinely posts QA Ratios to OHP's website. Operating departments are encouraged to consider these quality measurements when they are choosing which Contractor to utilize for their examinations.

8.2 FINANCIAL PENALTIES

Financial penalties may be assessed on Contractor by County's Project Manager in accordance with Paragraphs 5.4.4.5 (Late Charge) and 5.5.2 (Penalties) of the Master Agreement.

8.3 ISSUANCE OF A CONTRACT DISCREPANCY REPORT (CDR)

When Contractor's performance demonstrates either a continual inability to conform to the requirements of the Master Agreement, SOW, or County's CPGs, or an isolated incident occurs which demonstrates egregious disregard thereof, County may issue a CDR requiring Contractor to implement a formal corrective action plan subject to approval by County. The plan must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

8.4 PROHIBITION FROM PERFORMING FURTHER SERVICES

County may bar any Contractor's staff member from performing any further Services under the Master Agreement under the following circumstances:

8.4.1 In County's judgment, the poor performance of a staff member is responsible for a disproportionate number of errors over a six-month period.

8.4.2 County becomes aware of reasonably founded allegations of unprofessional conduct.

8.4.3 A staff member has repeatedly violated the federal Genetic Information Nondiscrimination Act by obtaining genetic information from participants in County-sponsored wellness programs without a specific written notice that is compliant with the Act. Genetic information includes family medical histories.

8.5 PROHIBIT A CLINIC FROM PERFORMING FURTHER SERVICES

If a clinic has a QA Ratio that is significantly above average over a six-month period, then County may remove this clinic from the OHP's listing of recommended clinics.

8.6 TERMINATE THE MASTER AGREEMENT

County may also terminate the Master Agreement or impose other penalties as provided in Paragraph 23 (County's Quality Assurance Plan) of the Master Agreement.

EXHIBIT B

PRICING SCHEDULE
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

1. PRE-PLACEMENT SERVICES

PRE-PLACEMENT: PACKAGES	OHP Code	Enter Pricing (In whole dollars) Years 1, 2, & 3	Year 4	Year 5	Annualized Cost Years 1, 2, & 3	Year 4	Year 5
Age 60 Firefighter Evaluation	E26						
Armed Reserve Pool	E27						
Basic Exam	B						
Clandestine Lab Exam	E24						
Commercial Driver Medical	D						
Commercial Driver Medical (Done with General Exam)	AD						
Confined Space	E02						
Crane Operator Medical Evaluation	E20						
FBI Bomb School	E22						
Hazmat	E06						
General Exam	G						
Ill-At-Work Evaluation	E30						
Lead Exam	E11						
Respirator Medical	E05						
Return to Work Evaluation	RTW						
Safety Exam	S						
SCUBA	E12						
SCUBA (Done with Fitness-for-Life)	W12						
TB Screening	I11						

=Bid Optional

	Enter Pricing (In whole dollars)	Annualized Cost

PRE-PLACEMENT: A LA CARTE SERVICES	OHP Code	Years 1, 2, & 3	Year 4	Year 5		Years 1, 2, & 3	Year 4	Year 5
Albuterol, serum level	A01							
Amitriptyline, urine	A74							
Ankle x-ray: 1 view with read	A30							
Audiometry (500 – 8000 Hz)	A02							
Benzodiazepine, urine	A19							
Blood chemistry panel	A03							
Blood Count, complete with differential	A04							
Blood Pressure & Pulse (recheck on different day)	A05							
Body Fat (day of medical appointment)	A06							
Body Fat with Ht/WT (recheck)	A07							
Butalbitol, urine	A91							
Carbamazepine, serum level (Total)	A08							
Cardiac Stress Test (CST)	A09							
Carisoprodol, urine	A92							
Cervical x-ray, four view	A10							
Chest x-ray, one view	A11							
Chest x-ray, two view	A73							
Combined CST/ECT	A17							
Cyclobenzaprine, urine	A93							
DL51: reissue Med Exam Report & Med Cert	A22							
Drug Retest at Limits of Detection	A97							
Drug Test of Split Specimen	A15							
Drug Test Panel: 8-substance	A65							
EKG with Cardiologist overread when needed	A23							
Exercise Challenge Testing (ECT)	A24							
Farnsworth D-15	A13							
Flu (seasonal) Vaccination	I14							
Glucose (sent to lab)	A25							
Hand x-ray, one view	A33							
HDL	A27							
Hemoglobin A1c	A29							
Hepatitis A vaccination (per dose)	I07							

PRE-PLACEMENT: A LA CARTE SERVICES	OHP Code	Years 1, 2, & 3	Year 4	Year 5		Years 1, 2, & 3	Year 4	Year 5
Hepatitis B antibody titer	I09							
Hepatitis B surface antigen	A31							
Hepatitis B vaccination (per dose)	I04							
Hip x-ray, one view	A85							
Hydrocodone, serum level	A32							
Hydrocodone, urine	A87							
Jamar dynamometer	A34							
Knee x-ray, two view	A35							
Levetiracetam (Keppra), serum level	A18							
Lithium, serum level	A36							
Lumbar x-ray, three view	A98							
Lumbar x-ray, two view	A37							
Measles antibody titers (IGG)	I24							
Measurement of neck circumference	A95							
Methadone, urine	A99							
MMR Immunization	I21							
Mumps antibody titers (IGG)	I25							
Oxycodone, urine	A89							
Phenytoin, serum level	A42							
Physical exam: "As Needed"; 1st body system*	A44							
Physical exam: "As Needed"; 2nd body system*	A45							
Physical exam: "As Needed"; 3rd body system*	A46							
Physical exam: "As Needed"; 4th body system*	A47							
Physical exam: "As Needed"; 5th body system*	A48							
Physical exam: "Complete"	A43							
PPD	I01							
Quantiferon TB Gold In-Tube	I02							
Rabies antibody titers	I26							
Rabies vaccination (per dose)	I22							
Rubella antibody titers (IGG)	I27							
Sacral-iliac x-ray, one view	A52							
Shoulder x-ray, three view	A54							
Signal Lights (Titmus SCI-1 slide)	A16							

PRE-PLACEMENT: A LA CARTE SERVICES	OHP Code	Years 1, 2, & 3	Year 4	Year 5		Years 1, 2, & 3	Year 4	Year 5
Sleep Study (Polysonography)**	A96							
Spine x-ray, two view	A55							
Spirometry	A56							
Supplemental Respirator History	A57							
Td Vaccination	I13							
Tdap Vaccination	I12							
Tramadol, urine	A90							
Treadmill testing for aerobic capacity (no EKG)	A94							
TSH	A62							
Urinalysis, complete	A63							
Valproic Acid, serum level	A66							
Varicella Immunization (per dose)	I23							
Varicella titers (IGG)	I28							
Vision recheck using Bailey-Lovie/ETDRS chart	A68							
Vision testing using near point card (O.U.)	A69							
Wrist x-ray (PA view only)	A86							
						TOTAL ANNUALIZED COST		

* The total cumulative cost of multiple "As Needed" exams on one client may not exceed the cost of a "Complete" exam.

** This must be done at a sleep laboratory which may be off-site under a subcontract.

2. PERIODIC SERVICES

PERIODIC: PACKAGES	OHP Code	Enter Pricing (In whole dollars) Years 1, 2, & 3	Year 4	Year 5	Annualized Cost Years 1, 2, & 3	Year 4	Year 5
Asbestos	E09						
Clandestine Lab Exam	E24						
Commercial Driver Medical	D						
Confined Space	E02						
Hazmat	E06						
Hearing Conservation	E18						
Ill-At-Work Evaluation	E30						
Lead Exam	E11						
Respirator Medical	E05						
Return to Work Evaluation	RTW						
TB Screening	I11						

PERIODIC: A LA CARTE SERVICES	OHP Code	Enter Pricing (In whole dollars) Years 1, 2, & 3	Year 4	Year 5	Annualized Cost Years 1, 2, & 3	Year 4	Year 5
Amitriptyline, urine	A74						
Ankle x-ray: 1 view with read	A30						
Audiometry (500 – 8000 Hz)	A02						
Benzodiazepine, urine	A19						
Blood chemistry panel	A03						
Blood Count, complete with differential	A04						
Blood Pressure & Pulse (recheck on different day)	A05						
Butalbitol, urine	A91						

PERIODIC: A LA CARTE SERVICES	OHP Code	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5
Carisoprodol, urine	A92						
Cervical x-ray, four view	A10						
Chest x-ray, one view	A11						
Chest x-ray, one view with B read	A72						
Chest x-ray, three view with B read	A12						
Chest x-ray, two view	A73						
Cyclobenzaprine, urine	A93						
DL51: reissue Med Exam Report & Med Cert	A22						
EKG with Cardiologist overread when needed	A23						
Flu (seasonal) Vaccination	I14						
Glucose (sent to lab)	A25						
Hand x-ray, one view	A33						
HDL	A27						
Hemoglobin A1c	A29						
Hepatitis A vaccination (per dose)	I07						
Hepatitis B antibody titer	I09						
Hepatitis B surface antigen	A31						
Hepatitis B vaccination (per dose)	I04						
Hip x-ray, one view	A85						
Hydrocodone, urine	A87						
Knee x-ray, two view	A35						
Lithium, serum level	A36						
Lumbar x-ray, three view	A98						
Lumbar x-ray, two view	A37						
Measles antibody titers (IGG)	I24						
Measurement of neck circumference	A95						
Methadone, urine	A99						
MMR Immunization	I21						
Mumps antibody titers (IGG)	I25						
Oxycodone, urine	A89						
Physical exam: "As Needed"; 1st body system*	A44						
Physical exam: "As Needed"; 2nd body system*	A45						
Physical exam: "As Needed"; 3rd body system*	A46						
	OHP Code	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5

PERIODIC: A LA CARTE SERVICES							
Physical exam: "As Needed"; 4th body system*	A47						
Physical exam: "As Needed"; 5th body system*	A48						
Physical exam: "Complete"	A43						
PPD	I01						
Quantiferon TB Gold In-Tube	I02						
Rabies antibody titers	I26						
Rabies vaccination (per dose)	I22						
Rubella antibody titers (IGG)	I27						
Signal Lights (Titmus SCI-1 slide)	A16						
Sleep Study (Polysonography)**	A96						
Spirometry	A56						
Td Vaccination	I13						
Tdap Vaccination	I12						
Tramadol, urine	A90						
TSH	A62						
Urinalysis, complete	A63						
Varicella Immunization (per dose)	I23						
Varicella titers (IGG)	I28						
Vision recheck using Bailey-Lovie or ETDRS chart	A68						
Wrist x-ray (PA view only)	A86						

=Bid Optional

TOTAL ANNUALIZED COST

* The total cumulative cost of multiple "As Needed" exams on one client may not exceed the cost of a "Complete" exam.

** This must be done at a sleep laboratory which may be off-site under a subcontract.

3. WELLNESS SERVICES

WELLNESS: PACKAGES	OHP Code	Enter Pricing (In whole dollars) Years 1, 2, & 3	Year 4	Year 5	Annualized Cost Years 1, 2, & 3	Year 4	Year 5
Age 60 Firefighter Evaluation	E26						
Clandestine Lab Exam	E24						
Commercial Driver Medical	D						
Commercial Driver (Done with Fitness-for-Life)	WD						
Confined Space	E02						
Executive	W02						
Hazmat	E06						
Hazmat (Done with Fitness-for-Life)	W06						
Firefighting Equipment Operator (Done with FFL)	WF						
Fitness-for-Life (Age <40)	W39						
Fitness-for-Life (Age 40+)	W01						
Ill-At-Work Evaluation	E30						
Lead Exam	E11						
Respirator Medical	E05						
Return to Work Evaluation	RTW						
TB Screening	I11						

=Bid Optional

WELLNESS: A LA CARTE SERVICES	OHP Code	Enter Pricing (In whole dollars) Years 1, 2, & 3	Year 4	Year 5	Annualized Cost Years 1, 2, & 3	Year 4	Year 5
Amitriptyline, urine	A74						
Ankle x-ray: 1 view with read	A30						
Audiometry (500 – 8000 Hz)	A02						
Benzodiazepine, urine	A19						
Blood chemistry panel	A03						
Blood Count, complete with differential	A04						
Blood Pressure/Pulse (recheck on different day)	A05						
Body Fat with Ht/WT (recheck)	A07						
Bone Density Scan (DEXA)*^	A79						
Butalbitol, urine	A91						
Cardiac Stress Test (CST)	A09						
Carisoprodol, urine	A92						
Cervical x-ray, four view	A10						
Chest x-ray, one view	A11						
Chest x-ray, two view	A73						
Coronary Calcium Study*^	A80						
Curl-Up's	W03						
Cyclobenzaprine, urine	A93						
DL51: reissue Med Exam Report & Med Cert	A22						
EKG with Cardiologist overread when needed	A23						
Flu (seasonal) Vaccination	I14						
Glucose	A25						
Hand x-ray, one view	A33						
HDL	A27						
Hemmocult slide*	A83						
Hemoglobin A1c	A29						
Hepatitis A vaccination (per dose)	I07						
Hepatitis B antibody titer	I09						
Hepatitis B surface antigen	A31						
Hepatitis B vaccination (per dose)	I04						
Hip x-ray, one view	A85						
Hydrocodone, urine	A87						

WELLNESS: A LA CARTE SERVICES	OHP Code	Years 1, 2, & 3	Year 4	Year 5	Years 1, 2, & 3	Year 4	Year 5
Jamar dynamometer	A34						
Knee x-ray, two view	A35						
Lipid Panel	A14						
Lithium, serum level	A36						
Lumbar x-ray, three view	A98						
Lumbar x-ray, two view	A37						
Mammogram^	A77						
Measles antibody titers (IGG)	I24						
Measurement of neck circumference	A95						
Methadone, urine	A99						
MMR Immunization	I21						
Mumps antibody titers (IGG)	I25						
Oxycodone, urine	A89						
Plank test	W05						
PPD	I01						
PSA, total	A76						
Push-Ups	W04						
Quantiferon TB Gold In-Tube	I02						
Rabies antibody titers	I26						
Rabies vaccination (per dose)	I22						
Rubella antibody titers (IGG)	I27						
Signal Lights (Titmus SCI-1 slide)	A16						
Sleep Study (Polysonography)^	A96						
Spirometry	A56						
Strength and Flexibility Assessment*	A84						
Td Vaccination	I13						
Tdap Vaccination	I12						
Tramadol, urine	A90						
Treadmill testing for aerobic capacity (no EKG)	A94						
TSH	A62						
Urinalysis, complete	A63						
Varicella Immunization (per dose)	I23						
Varicella titers (IGG)	I28						
Vision recheck using Bailey-Lovie/ETDRS chart	A68						

WELLNESS: A LA CARTE SERVICES	OHP Code	Years 1, 2, & 3	Year 4	Year 5
Wrist x-ray (PA view only)	A86			

Years 1, 2, & 3	Year 4	Year 5

TOTAL ANNUALIZED COST

* Bid required if providing Executive Medicals

^ May be done off-site under a subcontract

EXHIBIT C

CONFIDENTIALITY AGREEMENT
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

EXHIBIT C
CONFIDENTIALITY AGREEMENT

CONTRACTOR: _____

GENERAL INFORMATION

The organization identified above ("Contractor") is under a contract ("Contract") to provide certain services and other work ("Services") to the County of Los Angeles ("County"). County requires each employee, agent, consultant, outsourced vendor and independent contractor of this Contractor performing Services under the Contract to understand his/her obligations with respect to the personal, proprietary and other confidential material, data and information with which he/she will be in contact. Contractor, by executing this Confidentiality Agreement, represents that it shall ensure each such staff member's compliance with the obligations regarding such material, data and information, as set forth in the Base Agreement, including this Exhibit C.

CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor's, or any subcontractor's, staff that will provide Services pursuant to the above-referenced Contract are Contractor's, or any subcontractor's, sole responsibility. Contractor further understands and agrees that its, or subcontractor's, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable to by virtue of such staff's performance of Services pursuant to the above-referenced Contract.

Contractor understands and agrees that its, or any subcontractor's, employees are not employees of County for any purpose whatsoever and that such staff do not and will not have acquired any rights or benefits of any kind from County by virtue of performance of Services under the above-referenced Contract. Contractor also understands and agrees that its, or any subcontractor's, staff do not have and will not have acquired any rights or benefits from County pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

Contractor, any subcontractor, and their staff, by virtue of performing Services under the above-referenced Contract, may come in contact with (i) material, data and information deemed confidential pursuant to the Contract, including Paragraph 8 (Confidentiality) of the Base Agreement to the Contract, (ii) material, data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary material, data and information belonging to other organizations doing business with County (collectively for the purpose of this Exhibit C, "Confidential Information"). By signing this Agreement, Contractor agrees that, by virtue of involvement in the Services under the Contract, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Paragraph 8 (Confidentiality) of the Base Agreement to the Contract and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Services under the above-referenced Contract; and (iii) to utilize the Confidential

Information solely for the limited purpose of providing Services pursuant to the Contract. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to County's Project Manager under the Contract.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats, documentation, Contractor's 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.

Contractor agrees to report to County's Project Manager under the Contract any and all violations of this Confidentiality Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to County's Project Manager under the Contract upon completion of the above-referenced Contract, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

SIGNED: _____ DATE: ____/____/____

PRINTED: _____ POSITION: _____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION

	YES	NO
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

EXHIBIT E
COUNTY'S ADMINISTRATION

COUNTY'S PROJECT DIRECTOR:

Name:	Robert Chavez
Title:	Director, OHP
Address:	3333 Wilshire Blvd, Suite 1000
	Los Angeles, CA 90010
Telephone:	213-351-6433
Facsimile:	213-637-0822
E-Mail Address:	rchavez@ceo.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name:	Erlinda Castro
Telephone:	213-738-2219
E-Mail Address:	ecastro@ceo.lacounty.gov

COUNTY'S PROJECT MEDICAL DIRECTOR:

Name:	R. Leonard Goldberg, MD
Title:	Medical Director, OHP
Telephone:	213-738-2170
E-Mail Address:	rgoldberg@ceo.lacounty.gov

COUNTY PROJECT PHYSICIANS:

Name:	Steve Shvartsblat, MD
Telephone:	213-738-2180
E-Mail Address:	sshvartsblat@ceo.lacounty.gov

Name:	Ken Carrigan, MD
Telephone:	213-738-2186
E-Mail Address:	kcarrigan@ceo.lacounty.gov

COUNTY'S PROJECT MONITORS:

Name: Belen Ramirez
Telephone: 213-738-2206
E-Mail Address: bramirez@ceo.lacounty.gov

Name: Rita Arakelian
Telephone: 213-351-5496
E-Mail Address: rarakelian@ceo.lacounty.gov

Name: Rima Avanesians
Telephone: 213-738-2203
E-Mail Address: ravanesians@ceo.lacounty.gov

Name: Keith Smith
Telephone: 213-738-2212
E-Mail Address: ksmith@ceo.lacounty.gov

CEO/RISK MANAGEMENT BRANCH:

Name: Arturo Berumen
Address: 3333 Wilshire Blvd, Suite 820
Los Angeles, CA 90010

EXHIBIT F

CONTRACTOR'S ADMINISTRATION
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

EXHIBIT F
CONTRACTOR'S ADMINISTRATION
[TO BE DETERMINED]

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT G

JURY SERVICE ORDINANCE
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

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

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

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

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

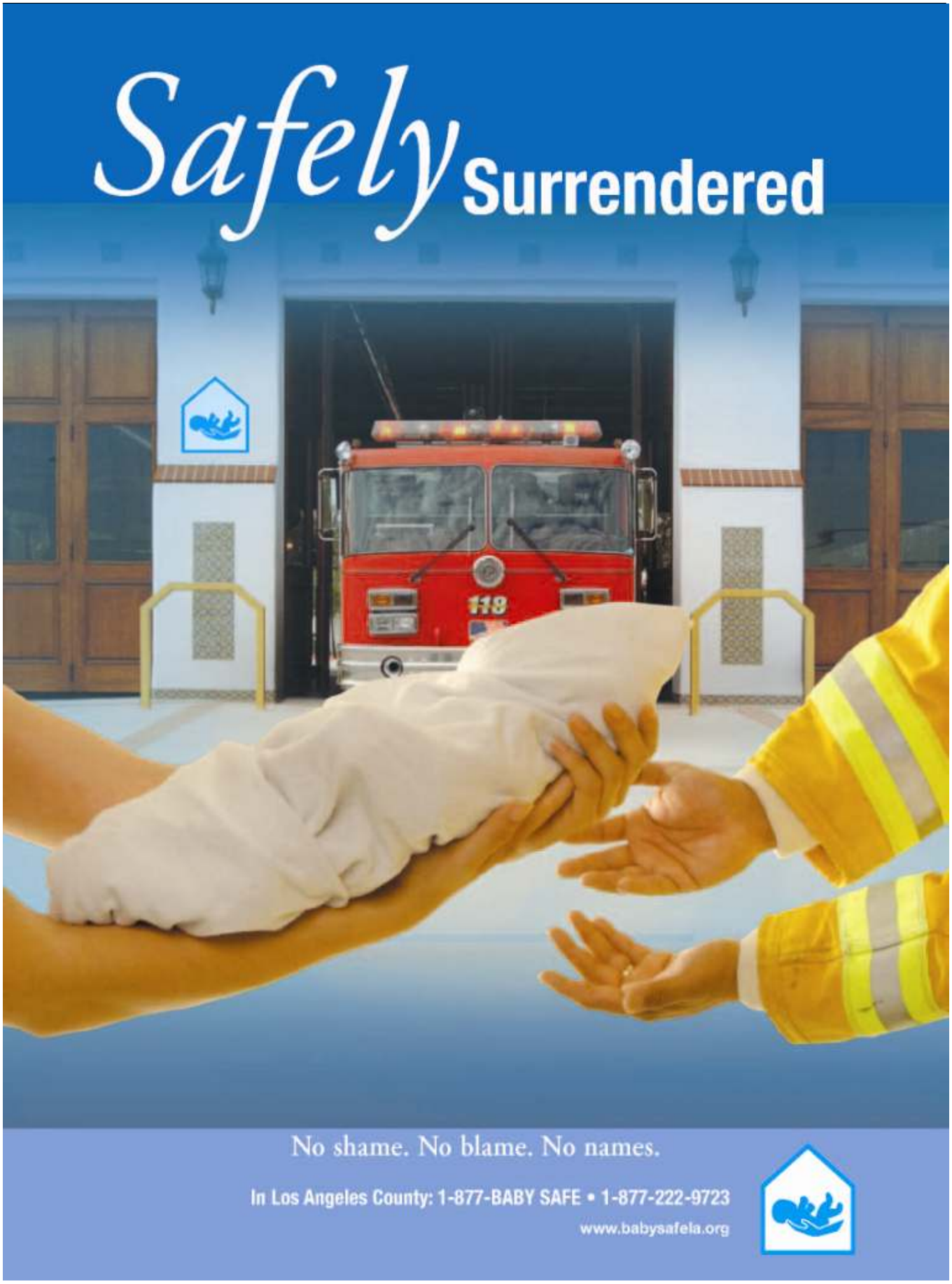
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

2.203.090. Severability.

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

EXHIBIT H

SAFELY SURRENDERED BABY LAW
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

HOA.920250.3

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

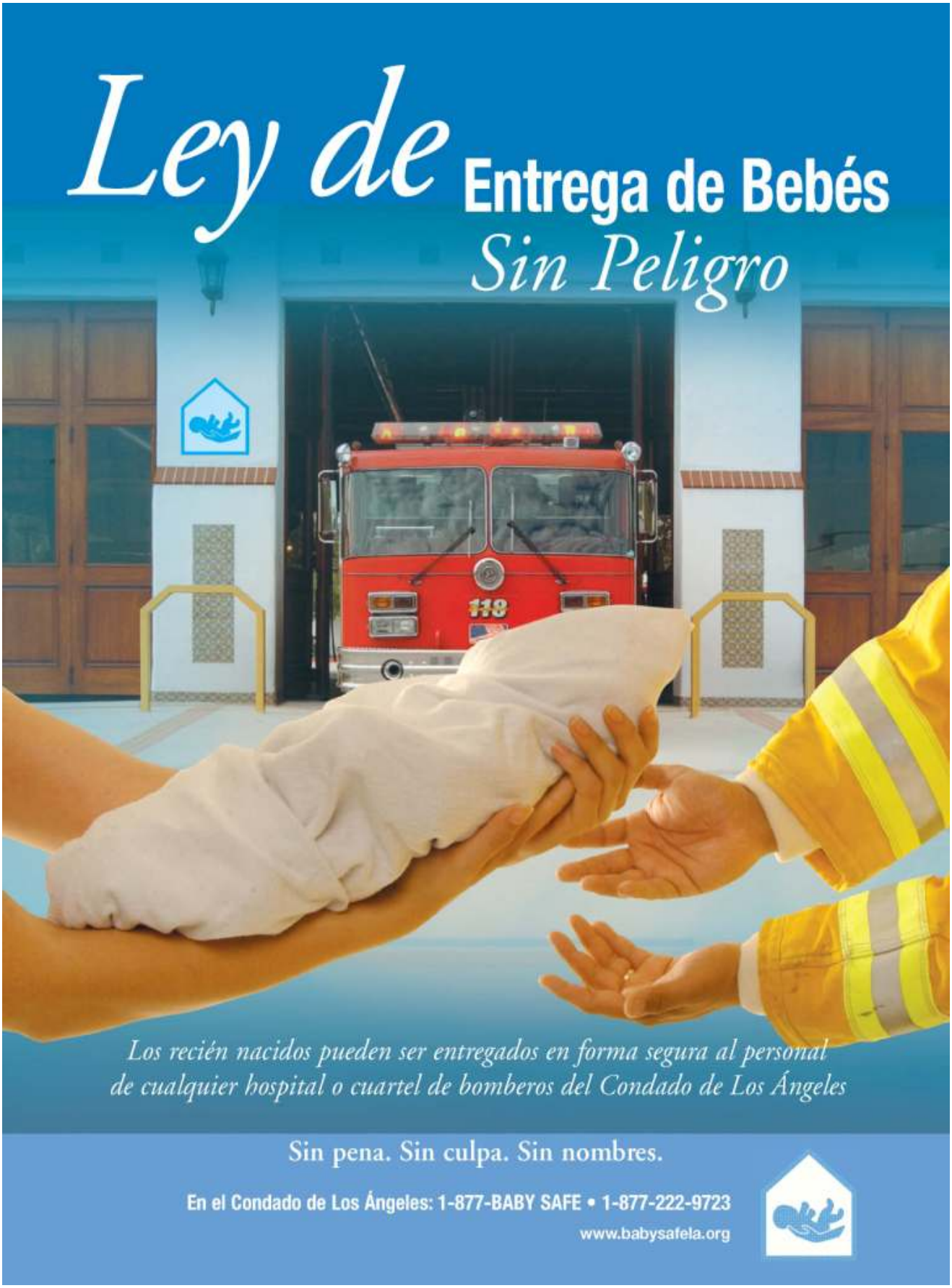
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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


Ley de Entrega de Bebés
Sin Peligro
118
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

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

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

EXHIBIT I

SAMPLE WORK ORDER FORMATS
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

EXHIBIT I
SAMPLE WORK ORDER FORMATS

PRE-PLACEMENT WORK ORDER

Job Title _____ Item Number _____

Name of Examinee _____
Last First MI

Social Security Number _____ Birth Date _____

Requesting Dept _____ Dept Number _____

Ordered by _____ Order Date _____
Print Name

Signature _____ Phone Number _____

Appointment Date _____ Time _____

OHP WORK ORDER

Name _____

SS/Number _____ Birth Date _____

Dept _____ Dept Number _____

Job Title _____ Item Code _____

Scheduling □ Call _____ for Appointment
□ Walk-in

Clinic _____

Testing Requested:

_____

Ordered by _____ Order Date _____
Print Name

Signature _____ Phone Number _____

A / P

EXHIBIT I
SAMPLE WORK ORDER FORMATS

EMPLOYEE EXAMINATION WORK ORDER

Name _____
Last First MI

Employee Number _____ Birth Date _____

Home Address _____

Dept _____ Dept Number _____

Job Title _____ Item Code _____

Appointment Date _____ Time _____

Clinic _____

Examination(s) Requested (Check all that apply):
_____ Age 60 Evaluation (Fire only)
_____ Armed Reserve Pool
_____ Asbestos
_____ Bomb School
_____ Clandestine Lab
_____ Commercial Driver's License (DMV)
_____ Confined Space
_____ Crane Operator
_____ Hazmat
_____ Hearing Conservation
_____ ILL-at-Work (Flu Contagion Exam)
_____ Lead
_____ Respirator
_____ Return-to-Work Evaluation
_____ SCUBA

Ordered by _____ Order Date _____
Print Name

Signature _____ Phone Number _____

Revised 2/14/12

EXHIBIT J

SAMPLE INVOICE FORMAT
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

EXHIBIT J
SAMPLE INVOICE FORMAT

Departmental Invoice

ABC CLINIC
12345 Main Street
Cityville, CA, 90000

DATE	INVOICE #
02/28/12	67890

BILL TO:

County of Los Angeles
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
ATTN: Erlinda B. Castro

Department Number _____
Department Name _____
Billing Month _____

	ITEM #	DOS	LAST NAME	FIRST NAME	SERVICE CODES					TOTAL COST	SERVICES AMOUNT				
1	201	01/01/12	DOE	JOHN	W01	A09	A76	A31	A26	$ 565.00	$ 323.00	$ 143.00	$ 48.00	$ 27.00	$ 24.00
2	198	01/01/12	SMITH	JAMES	A03	A04	A57	A11	A09	$ 214.00	$ 17.00	$ 15.00	$ 10.00	$ 29.00	$ 143.00
3	9034	01/01/12	MILLER	JANE	E21					$ 100.00	$ 100.00				
4	9034	01/01/12	JONES	SHEILA	E18					$ 35.00	$ 35.00				
5										$ -					
6										$ -					
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39										$ -					
40										$ -					

AUTO SUMS THE TOTALS

AUTO FILLS FROM THE PRICING TABLE

GRAND TOTAL $ 914.00

PLEASE REMIT TO:

ABC CLINIC
Tax ID #987654321
12345 Main Street
Cityville, CA, 90000

HOA.920250.3

EXHIBIT J

SAMPLE INVOICE FORMAT

Invoice Summary

ABC CLINIC
12345 Main Street
Cityville, CA, 90000

BILL TO:

County of Los Angeles
3333 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90010
ATTN: Erlinda B. Castro

CLINIC CAN INSERT COMPANY LOGO HERE

FOR THE MONTH OF: DECEMBER

INVOICE #	DEPT #	DEPT NAME	AMOUNT
0123	055	BEACHES & HARBORS	$ 150.00
1234	295	PUBLIC HEALTH	$ 324.00
2345	300	INTERNAL SERVICES	$ 275.00
3456	390	FIRE - EMPLOYEES	$ 1,039.00
4567	410	FIRE - APPLICANTS	$ 530.00
5678	435	MENTAL HEALTH	$ 3,005.00
6789	600	PARKS & RECREATION	$ 3,763.00
7890	640	PROBATION	$ 673.00
8901	690	PUBLIC WORKS	$ 1,926.00
9012	770	SHERIFF'S	$ 7,852.00
		TOTAL	**$ 19,537.00**

PLEASE REMIT TO:

ABC CLINIC
Tax ID #987654321
12345 Main Street
Cityville, CA, 90000

HOA.920250.3

EXHIBIT J

SAMPLE INVOICE FORMAT

ABC CLINIC

Supplemental Invoice # _____

DEPT #	ITEM #	DOS	LAST NAME	FIRST NAME	PKG / SVC CODES			AMOUNT			PENALTY FEE
300	8250	12/01/11	JONES	JIM	G	A43	A76	$ 59.00	$ 39.00	$ 32.00	$ (13.00)
390	199	12/26/11	SMITH	MICHAEL	W06			$ 10.00			$ (1.00)
390	205	12/11/11	MILLER	MARVIN	WD			$ 10.00			$ (1.00)
390	205	12/12/11	CASTRO	MICHAEL	A76			$ 32.00			$ (3.00)
690	8838	12/19/11	GARCIA	CATHY	A95			$ 10.00			$ (1.00)
										TOTAL SERVICE OMMISSIONS	$ 192.00
										LESS PENALY FEE	$ (19.00)
										TOTAL SUPPLEMENTAL	**$ 173.00**

HOA.920250.3

EXHIBIT K

CONTRACTOR'S CLINICAL STAFFING PLAN FOR OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS

EXHIBIT K
CONTRACTOR'S CLINICAL STAFFING PLAN
[TO BE DETERMINED]

EXHIBIT L

CONTRACTOR'S LISTING OF SUBCONTRACTORS FOR OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS

EXHIBIT L
CONTRACTOR'S LISTING OF SUBCONTRACTORS
[TO BE DETERMINED]

EXHIBIT M

REQUEST FOR PROPOSALS (RFP)
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

INCORPORATED BY REFERENCE

EXHIBIT N

CONTRACTOR'S PROPOSAL
FOR
OCCUPATIONAL HEALTH
MEDICAL EXAMINATIONS

INCORPORATED BY REFERENCE