



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 December 20, 2016

Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

December 20, 2016

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

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF LIFE COACHING AND PEER MENTORING SERVICES
AGREEMENTS
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina R. Ghaly, M.D.
Chief Operations Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

SUBJECT

Request approval of a form Life Coaching and Peer Mentoring Services Agreement for Rancho Los Amigos National Rehabilitation Center, and delegate authority to; (i) execute Successor form Agreements with current individual independent contractors; (ii) form Agreements with new independent contractors, (iii) and Amendments to Agreements to make necessary changes to Statements of Work and make non-substantive programmatic and/or administrative adjustments.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve a form Life Coaching and Peer Mentoring Services (LCPMS) Agreement and delegate authority to the Director of Health Services (Director), or his designee, to execute successor form Agreements with current LCPMS contractors, effective upon execution with a term ending December 31, 2023, for the provision of LCPMS at Rancho Los Amigos National Rehabilitation Center (RLANRC), with an estimated annual cost of \$350,000.
2. Delegate authority to the Director, or his designee, to execute the form Agreement with additional individual independent contractors for LCPMS as necessary to meet the needs of RLANRC during the term of the Agreement set forth in recommendation one, effective upon execution through December 31, 2023.

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



www.dhs.lacounty.gov

3. Delegate authority to the Director or his designee to: (i) execute Amendments as necessary to update Statements of Work (SOW) of individual Agreements to reflect a change in duties, and make non-substantive programmatic and/or administrative adjustments, and (ii) terminate individual Agreements pursuant to the termination provisions set forth in such Agreements, with all actions subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

In recognition of the unique needs of the patient community at RLANRC, a structured life coaching program was developed to serve RLANRC patients. The RLANRC KnowBarriers Life Coaching program uses a cognitive behavioral approach to assist RLANRC patients in the adjustment to their disability. In 2008, RLANRC KnowBarriers developed specific training for former patients who had graduated from the Life Coaching program to become peer mentors to other patients. Peer mentors co-lead patient education groups, provide skill demonstrations, and provide psychosocial support to families and patients. Trained peer mentors can safely supervise patients alongside nursing staff at a fraction of the cost of an additional nurse or a physical therapist. They also have the unique ability to share their own road to recovery with newer patients and their family members. Life coaching and peer mentor programs have outcomes data demonstrating decreased levels of depression, increased quality of life, and improvement in general self-efficacy. The RLANRC program also allows patients to attain individualized goals.

In February 2012, the Board granted approval to execute LCPMS Agreements with graduates from the KnowBarriers program as independent contractors. The term of the original Agreements expires December 31, 2016. Using lessons learned from administering the current set of Agreements, RLANRC has created a successor form Agreement for the LCPMS. Built upon the success of the current program, LCPMS is expected to continue to grow and expand over time. These recommendations will allow DHS to meet program demands and service the needs of the RLANRC patient population.

Recommendations

Approval of the first and second recommendations will allow the Director, or his designee, to execute successor form Agreements, and new form Agreements with qualified individual independent contractors, substantially similar to Exhibit I. The term of each Agreement shall commence on execution and continue through December 31, 2023, unless terminated sooner.

Approval of the third recommendation will authorize the Director to execute amendments as necessary to make changes to duties, SOW and make non-substantive programmatic and/or administrative adjustments, and terminate existing Agreements.

These Agreements support RLANRC initiatives to advance prevention, chronic disease management and vocational experience for the population served. Examples of contractor activities include leading patient education classes; skill demonstrations, participating in community outings; providing social support and disease management education over the phone, off site, or in the community for newly discharged patients; supervision of patient participation at the Wellness Center and Resource Center; and peer support and education in Patient Centered Medical Homes and specialty ambulatory care clinics, etc.

Off-site work includes interactions with a patient by a peer mentor/life coach (PM/LC) at any non-County facility (e.g. providing education at a community center or YMCA). Community Visits include a visit to a patient's home. Off-site and community visits will be restricted to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability. A RLANRC Supervisor or delegated appointee will be available, by phone, at all times while a PM/LC is engaged in off-site work. The PM/LC will immediately notify the clinical team member regarding any concerns, risk factors, and other safety issues during the visit.

Implementation of Strategic Plan Goals

The recommended actions support Goals 2 and 3, Community Support and Responsiveness; and Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated annual cost of the LCPMS Agreements is \$350,000. The costs related to these Agreements are included in the Fiscal Year 2016-17 Final Budget and will be funded within existing resources in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department of Health Services (Department) has determined that LCPMS are exempt from the provisions of Proposition A. As stated in County Code section 2.121.250, the provision shall not apply to the contracting of personal services when the service cannot be performed adequately or competently or satisfactorily by civil service employees. As such, these services are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

Most Insurance requirements have been removed from the form Agreement, as many of the PM/LC do not currently drive. The auto insurance requirement will remain for the identified PM/LCs whose job functions will require them to drive. General liability insurance is cost-prohibitive for the individual Contractors, who are generally living on limited incomes. Although the insurance provisions deviate from the County's recommended provisions, after discussion with the Chief Executive Office, Risk Management Operations, the Department believes that benefits to RLANRC patients from PM/LCs outweigh any potential risk and therefore, for these independent contractors, the County will be responsible for any liability typically covered by a contractor's insurance.

Due to their status as part-time independent contractors, the Department determined that provisions regarding contractor employees are not applicable, as well as the Jury Service Program requirement. The Agreement includes all other Board of Supervisors' required provisions.

Agreements may be terminated for convenience by the County upon 10 days' prior written notice. County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

The RLANRC Administration will utilize the attached form Agreement, Exhibit I, once approved. Agreements for life coaching and peer mentor services will be offered on an as-needed basis to qualified individual candidates as determined by RLANRC. Once identified, the individual independent contractors will be required to provide all required information per the form Agreement and sign the agreement with the County. RLANRC program administrators will be responsible for negotiating hourly rates with each individual independent contractor based on qualifications and experience, not to exceed approved rates set forth in the SOW of the attached Agreement, Exhibit I, which range from \$15.00 to \$28.75 an hour.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that LCPMS continue uninterrupted at RLANRC.

Respectfully submitted,

A handwritten signature in black ink that reads "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:jk:db

Enclosures

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

STATEMENT OF WORK

CONTRACTOR: _____ TITLE: _____

WILL PROVIDE OFF-SITE SERVICES

ON-SITE SERVICES ONLY

Scope of Work for: **PEER MENTOR I**

Hourly Rate: up to \$15.00 per hour

Definitions:

Peer Mentor I - provides support, hope, guidance, and information for inpatients and outpatients at Rancho Los Amigos National Rehabilitation Center (RLANRC) and/or other appropriate community settings. The Peer Mentor has been living with a disability and/or has insight and knowledge into the specific health condition, feelings, emotions and challenges the newly injured patient/participant is facing. Trained Peer Mentors recognize when they should listen and empathize, and when they should share their own experiences about life after disability; all in an effort to assist the patient/participant and family with the adjustment process. They provide valuable reflection as to how information the patient/participant is acquiring from the clinical professional will be relevant to their recovery, independence and long term health. The Peer Mentor demonstrates to patients/participants, their family, and staff; that achieving a high quality of life after sustaining a life altering illness or disability is possible.

Peer Mentor I performs routine duties with direct supervision or frequent indirect supervision. Services are provided to patients/participants with a similar disability with occasional services to other patient/participant populations with supervision.

Off-site work - interactions with patients/participants by a peer mentor at any non-County facility (e.g. providing education at a YMCA).

Community Visit - a visit by a peer mentor driven by County staff to the home of a patient.

Examples of tasks inclusive of but not limited to:

- contribute during individual and group patient/participant /family education in the presence of supervisory staff
- assists with therapeutic outings (off campus) in the presence of supervisory staff
- assist patients/participants participating in task specific and self-directed exercise routines
- provide patients/participants and family with emotional support in their adjustment to life with a disability
- provide basic information about hospital services and the rehabilitation process

EXHIBIT A-1

- provide follow up phone calls to patients'/participants'/ family to discuss progress and support them as they return to home and community activities
- provide peer mentor services in Rancho Wellness Center and in the community with appropriate supervision

Scope of Work for: PEER MENTOR I

Contractors providing off-site work and/or community visits will:

- Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- Notify Supervisor at time of arrival and at time of departure from work location.
- Notify Supervisor during their shift after their departure from an off-site or community visit, regarding any concerns, risk factors, and/or other safety issues related to that visit.
- Be limited to providing a maximum of 25 community visits per year.

Minimum requirements:

Person with a physical disability and/or knowledge and expertise with the specific target population, has a certificate of completion from *KnowBarriers** Peer Mentor training program and has active status as a *KnowBarriers*** Peer Mentor.

For Contractors providing off-site work and/or community visits, County shall:

- Make available, by phone, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- Provide orientation and safety procedures for the off-site work environment.
- Provide training regarding identifying and responding to risk in the community.

*Comparable training may be accepted with RLANRC approval.

**Active status as a RLANRC Peer Mentor is also acceptable.

Scope of Work for: PEER MENTOR II

Hourly Rate: up to \$17.25 per hour

Definitions:

Peer Mentor II - provides support, hope, guidance, and information for inpatients and outpatients at RLANRC and/or other appropriate community settings. The Peer Mentor has been living with a disability and/or has insight and knowledge into the specific health condition, feelings, emotions and challenges the newly injured patient/participant is facing. Trained Peer Mentors recognize when they should listen and empathize, and when they should share their own experiences about life after disability; all in an effort to assist the patient/participant and family with the adjustment process. They provide valuable reflection as to how information the patient/participant is acquiring from the clinical professional will be relevant to their recovery, independence and long term health. The Peer Mentor demonstrates to patients/participants, their family, and staff; that achieving a high quality of life after sustaining a life altering illness or disability is possible.

Peer Mentor II performs routine and new duties with minimal indirect supervision. Routine services are provided to patients/participants with a similar injury/illness with occasional services to other patient/participant populations with supervision.

Off-site work - interactions with patients/participants by a peer mentor at any non-County facility (e.g. providing education at a YMCA).

Community Visit - a visit by a peer mentor to the home of patient.

Examples of tasks inclusive of but not limited to:

- supervise and assist patients/participants to ensure safe use of gym/exercise equipment for which they are fully trained for
- assists with orientation and training of Peer Mentor I
- assists with therapeutic outings (off campus) in the presence of supervisory staff
- co-lead patient/participant education classes with supervisory staff
- generally assist with the day to day operations of the Wellness Center Life Gym or assigned program, e.g. clean equipment, answer the phone, ensure participants follow the rules associated with that program; i.e. time a participant can use a piece of equipment, refraining from having food or drink near a computer, only using certain equipment after training has been provided by a staff person, etc.
- orient patients/participants and families to Wellness programs and other community resources
- perform basic program support tasks in the Wellness Center or assigned setting, e.g. answer the telephone, register new clients, post flyers, etc.

Contractors providing off-site work and/or community visits will:

- Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability

Scope of Work for: PEER MENTOR II

- Notify Supervisor at time of arrival and at time of departure from work location.
- Notify Supervisor during their shift after their departure from an off-site or community visit, regarding any concerns, risk factors, and/or other safety issues related to that visit.
- Be limited to providing a maximum of 25 community visits per year.

Minimum requirements:

Meets the minimum qualifications of a Peer Mentor I and has one year of peer mentoring experience at Rancho or another physical rehabilitation setting as approved by Rancho.

For Contractors providing off-site work and/or community visits, County shall:

- Make available, by phone, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- Provide orientation and safety procedures for the off-site work environment.
- Provide training regarding identifying and responding to risk in the community.

Scope of Work for: PEER MENTOR III**Hourly Rate: up to \$19.50 per hour****Definitions:**

Peer Mentor III - provides support, hope, guidance, and information for inpatients and outpatients at RLANRC and/or other appropriate community settings. The Peer Mentor has been living with a disability and/or has insight and knowledge into the specific health condition, feelings, emotions and challenges the newly injured patient/participant is facing. Trained Peer Mentors recognize when they should listen and empathize, and when they should share their own experiences about life after disability; all in an effort to assist the patient/participant and family with the adjustment process. They provide valuable reflection as to how information the patient/participant is acquiring from the clinical professional will be relevant to their recovery, independence and long term health. The Peer Mentor demonstrates to patients/participants, their family, and staff; that achieving a high quality of life after sustaining a life altering illness or disability is possible.

Peer Mentor III performs routine duties without supervision and novel duties with occasional indirect supervision; to all patient/participant populations served at Rancho or other assigned community setting.

Off-site work - interactions with patients/participants by a peer mentor at any non-County facility (e.g. providing education at a YMCA).

Community Visit - a visit by a peer mentor to the home of patient.

Examples of tasks inclusive of but not limited to:

- duties of a Peer Mentor II, but with less supervision and with more diverse patient/participant populations and/or more challenging patients/participants/families
- assists with orientation and training of Peer Mentor II
- assists with orientation of Rancho services to potential patients family
- co-lead/ lead patient/participant education classes
- assist with routine Area Peer Mentor Supervisor duties, as directed, under the supervision of the Peer Mentor Manager/Administrator or other assigned supervisory staff

Contractors providing off-site work and/or community visits will:

- Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- Notify Supervisor at time of arrival and at time of departure from work location.
- Notify Supervisor during their shift after their departure from an off-site or community visit, regarding any concerns, risk factors, and/or other safety issues related to that visit.
- Be limited to providing a maximum of 25 community visits per year

Scope of Work for: PEER MENTOR III

Minimum requirements:

Meet the minimum qualifications of a Peer Mentor II and two years of peer mentoring experience at Rancho or another physical rehabilitation setting as approved by Rancho.

For Contractors providing off-site work and/or community visits, County shall:

- Make available, by phone, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- Provide orientation and safety procedures for the off-site work environment.
- Provide training regarding identifying and responding to risk in the community.

Scope of Work for: AREA PEER MENTOR SUPERVISOR

Hourly Rate: up to \$23.00 per hour

Definitions:

Area Peer Mentor Supervisor - develops monthly staffing schedule, provides unit/service specific training and competency. They work with the clinical staff at RLANRC to determine appropriate tasks for peer mentors to perform, develops training and competency associated with these activities. They provide ongoing supervision, education and peer mentor performance evaluation and management, as needed.

Area Peer Mentor Supervisor performs routine and novel peer mentor duties without supervision as well as providing orientation, training and supervision of Peer Mentor I and II.

Off-site work - interactions with patients/participants by a peer mentor at any non-County facility (e.g. providing education at a YMCA).

Community Visit - a visit by a peer mentor to the home of patient.

Examples of tasks inclusive of but not limited to:

- provide direct feedback to peer mentors on their performance
- provide direct or indirect supervision to peer mentors
- meet with County staff to determine additional training needs for peer mentors
- assist with providing ongoing peer mentor training
- assist peer mentors with time card or other administrative tasks

Contractors providing off-site work and/or community visits will:

- Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- Notify Supervisor at time of arrival and at time of departure from work location.
- Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- Contractor may perform up to 25 community visits per year depending on the needs of the patients.

Minimum requirements:

Meets the minimum qualifications of a Peer Mentor II, has an active status as a Peer Mentor II and has a minimum one year supervision experience.

OR

Meets the minimum qualifications of a Peer Mentor II, has an active status as a Peer Mentor I and has a minimum of three years of supervision experience.

Scope of Work for: AREA PEER MENTOR SUPERVISOR

For Contractors providing off-site work and/or community visits, County shall:

- Make available, by phone, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- Provide orientation and safety procedures for the off-site work environment.
- Provide training regarding identifying and responding to risk in the community.

Scope of Work for: PEER MENTOR SUPERVISOR II**Hourly Rate: up to \$28.25 per hour****Definitions:**

Peer Mentor Supervisor II - works closely with both the clinical and administrative staff at RLANRC to ensure peer mentor staffing plans and programs meet the evolving needs of the organization. They provide ongoing supervision, education, and performance evaluation and management for the Area Peer Mentor Supervisors. The Peer Mentor Supervisor II is responsible for updating the orientation /training curriculum as needed. They attend RLANRC committee meetings to provide program reports, learn of additional program needs of the organization, and collaborate with department leadership to facilitate emerging roles of peer mentors to serve the organization. Serve as the liaison between RLANRC and the independent contractors providing peer mentor and life coaching services.

Off-site work - interactions with patients/participants by a peer mentor at any non-County facility (e.g. providing education at a YMCA).

Community Visit - a visit by a peer mentor to the home of patient.

Examples of tasks inclusive of but not limited to:

- provide direct feedback to Area Peer Mentor Supervisors on their performance
- provide direct or indirect supervision to Area Peer Mentor Supervisors and Peer Mentors
- meet with RLANRC administrative and clinical staff to develop additional roles for peer mentors to address the emerging needs of the organization
- develop routine training / competency to ensure peer mentors are meeting the needs of the organization
- serve as a liaison between independent contractors and RLANRC

Contractors providing off-site work and/or community visits will:

- Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- Notify Supervisor at time of arrival and at time of departure from work location.
- Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- Contractor may perform up to 25 community visits per year depending on the needs of the patients.

Minimum requirements:

Meets the minimum qualifications of an Area Peer Mentor Supervisor and has a minimum of three years of supervision experience.

Scope of Work for: PEER MENTOR SUPERVISOR II

For Contractors providing off-site work and/or community visits, County shall:

- Make available, by phone, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- Provide orientation and safety procedures for the off-site work environment.
- Provide training regarding identifying and responding to risk in the community.

Scope of Work for: ASSOCIATE LIFE COACH

Hourly Rate: up to \$20.35 per hour

Definitions:

Associate Life Coach - assists clients (people with disabilities) in determining what is important to them. They work with clients to establish realistic and measurable weekly action steps necessary to achieve short term goals. Provide ongoing support, guided problem solving, and accountability to facilitate client progress toward their goals. Encourage patients to continue to pursue life goals while providing emotional support through the adjustment to disability process. Life coaching sessions are provided in person or via telephone.

Associate Life Coach performs routine duties with indirect supervision and/or weekly guidance by a Life Coach II or *KnowBarriers* Life Coaching executive staff.

Off-site work - interactions with patients/participant by a peer mentor at any non-County facility (e.g. providing education at a YMCA).

Community Visit - a visit by a life coach to the home of patient.

Examples of tasks inclusive of but not limited to:

- develop individual short term goals related to clients return to a productive and healthy lifestyle
- provide support for clients adjustment to disability
- provide ongoing support, accountability, guided problem solving, skill development and resource referral

Contractors providing off-site work and/or community visits will:

- Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- Notify Supervisor at time of arrival and at time of departure from work location.
- Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- Contractor may perform up to 25 community visits per year depending on the needs of the patients.

Minimum requirements:

Person with a physical disability and has a certificate of completion from the *KnowBarriers** Associate Life Coach training program.

For Contractors providing off-site work and/or community visits, County shall:

- Make available, by phone, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.

Scope of Work/ Job Description for: ASSOCIATE LIFE COACH

- Provide orientation and safety procedures for the off-site work environment.
- Provide training regarding identifying and responding to risk in the community.

*Comparable training may be accepted with Rancho approval.

Scope of Work for: LIFE COACH I**Hourly Rate: up to \$22.60 per hour****Definitions:**

Life Coach I - assists clients (people with disabilities) in determining what is important to them. They work with clients to establish realistic and measurable weekly action steps, short term, and long term goals. Provide ongoing support, guided problem solving, and accountability to facilitate client progress toward their goals. Encourage patients to continue to pursue life goals while providing emotional support through the adjustment to disability process. They administer and collect results of standardized assessment tools to guide the goal setting process and to track the clients' progress for one year. Life coaching sessions are provided in person or via telephone.

Life Coach I performs routine duties with bi-monthly guidance, and occasional assistance administering assessment tools from a Life Coach II or *KnowBarriers* Life Coaching executive staff. They are most frequently providing services to clients with a similar life experience/ disability.

Off-site work - interactions with patients/participant by a peer mentor at any non-County facility (e.g. providing education at a YMCA).

Community Visit - a visit by a life coach to the home of patient.

Examples of tasks inclusive of but not limited to:

- administer assessment tools (BECK II Depression Assessment, Quality of Life Inventory, General Self-Efficacy Scale, and Goal Attainment Scale) to clients at program initiation, 3 months, 6 months and 12 months
- develop individual goals related to clients return to a productive and healthy lifestyle
- provide support for clients adjustment to disability
- provide ongoing support, accountability, guided problem solving, skill development and resource referral

Contractors providing off-site work and/or community visits will:

- Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- Notify Supervisor at time of arrival and at time of departure from work location.
- Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- Contractor may perform up to 25 community visits per year depending on the needs of the patients.

Scope of Work for: LIFE COACH I

Minimum requirements:

Person with a physical disability and has at least one year of life coaching experience as an Associate Life Coach.

For Contractors providing off-site work and/or community visits, County shall:

- Make available, by phone, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- Provide orientation and safety procedures for the off-site work environment.
- Provide training regarding identifying and responding to risk in the community.

Scope of Work for: LIFE COACH II**Hourly Rate: up to \$24.85 per hour****Definitions:**

Life Coach II - assists clients (people with disabilities) in determining what is important to them. They work with clients to establish realistic and measurable weekly action steps, short term, and long term goals. Provide ongoing support, guided problem solving, and accountability to facilitate client progress toward their goals. Encourage patients to continue to pursue life goals while providing emotional support through the adjustment to disability process. They administer and collect results of standardized assessment tools to guide the goal setting process and to track the clients' progress for one year. Life coaching sessions are provided in person or via telephone.

Life Coach II performs routine duties with monthly or bi-monthly guidance, and rare assistance administering assessment tools from *KnowBarriers* Life Coaching executive staff. They provide services to a wide variety of people with disabilities; beyond their own life experience/disability.

Off-site work - interactions with patients/participant by a peer mentor at any non-County facility (e.g. providing education at a YMCA).

Community Visit - a visit by a life coach to the home of patient.

Examples of tasks inclusive of but not limited to:

- administer assessment tools (BECK II Depression Assessment, Quality of Life Inventory, General Self-Efficacy Scale, and Goal Attainment Scale) to clients at program initiation, 3 months, 6 months and 12 months
- develop individual goals related to clients return to a productive and healthy lifestyle
- provide support for clients adjustment to disability
- provide ongoing support, accountability, guided problem solving, skill development and resource referral
- Provide guidance / supervision to Associate Life Coaches

Contractors providing off-site work and/or community visits will:

- Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- Notify Supervisor at time of arrival and at time of departure from work location.
- Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- Contractor may perform up to 25 community visits per year depending on the needs of the patients.

Scope of Work for: LIFE COACH II

Minimum requirements:

Person with a physical disability and has at least one year of life coaching experience as an Associate Life Coach I.

For Contractors providing off-site work and/or community visits, County shall:

- Make available, by phone, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- Provide orientation and safety procedures for the off-site work environment.
- Provide training regarding identifying and responding to risk in the community.

Scope of Work for: LIFE COACH SUPERVISOR I

Hourly Rate: up to \$28.25 per hour

Definitions:

Life Coach Supervisor I - works closely with both the clinical and administrative staff at RLANRC to ensure life coach staffing plans and programs meet the evolving needs of the organization. They provide ongoing supervision, education, and performance evaluation and management for the associate life coach, I, and II. The Life Coach Supervisor I is responsible for updating the orientation /training curriculum as needed. They attend RLANRC committee meetings to provide program reports, manage client outcome data, learn of additional program needs of the organization, and collaborate with department leadership to facilitate emerging roles of life coaches to serve the organization. Serve as the liaison between RLANRC and the independent contractors providing life coaching services.

Off-site work - interactions with patients/participant by a peer mentor at any non-County facility (e.g. providing education at a YMCA).

Community Visit - a visit by a life coach to the home of patient.

Examples of tasks inclusive of but not limited to:

- provide direct or indirect supervision to associate life coach, life coach I and life coach II
- meet with RLANRC administrative and clinical staff to develop additional roles for peer mentors to address the emerging needs of the organization
- develop routine training / competency to ensure peer mentors are meeting the needs of the organization
- manage referrals, assign life coach clients and manage client outcome data
- serve as a liaison between independent contractors and RLANRC

Contractors providing off-site work and/or community visits will:

- Restrict their interactions to verbal communication, observation, listening, empathizing, and sharing their personal experiences about strategies for managing life challenges with a chronic illness or disability.
- Notify Supervisor at time of arrival and at time of departure from work location.
- Notify Supervisor during their shift or no later than their departure from the visit, regarding any concerns, risk factors, and/or other safety issues that occur.
- Contractor may perform up to 25 community visits per year depending on the needs of the patients.

-

Minimum requirements:

Meets the minimum qualifications of a Life Coach II and has a minimum of three years of supervision experience.

Scope of Work for: LIFE COACH SUPERVISOR I

For Contractors providing off-site work and/or community visits, County shall:

- Make available, by phone, a RLANRC supervisor or their delegated appointee all times while the contractor is engaged in off-site work or community visits.
- Provide orientation and safety procedures for the off-site work environment.
- Provide training regarding identifying and responding to risk in the community.

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

FACILITY'S PROJECT DIRECTOR:

Name: Jorge Orozco

Title: Chief Executive Officer

Address: 7601 E. Imperial Hwy., HB 105
Downey, California 90242

Telephone: (562) 401-7260

Facsimile: (562) 803-0056

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

FACILITY'S PROJECT MANAGER:

Name: Jorge Orozco (or designee)

Title: Chief Executive Officer

Address: 7601 E. Imperial Hwy., HB 105
Downey, California 90242

Telephone: (562) 401-7260

Facsimile: (562) 803-0056

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

FACILITY'S PROJECT MONITOR:

Name: Jorge Orozco (or designee)

Title: Chief Executive Officer

Address: 7601 E. Imperial Hwy., HB 105
Downey, California 90242

Telephone: (562) 401-7260

Facsimile: (562) 803-0056

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

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

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: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

BUSINESS ASSOCIATE AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

- 1.2 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.
- 1.3 “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

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

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

(i) Use Protected Health Information; and

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

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

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

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if

the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) 711-5366.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate

of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance

with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions

that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms. The Health Clearance Certification, E2 form may be accessed on line at: http://cg.dhs.lacounty.gov/EHS_Forms/EHSBLANKFORM.htm

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number: - -		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Sub-paragraph 8.____ - Compliance with County's Zero Tolerance Human Trafficking Policy of the Agreement and agrees that Contractor or a member of Contractor's staff performing work under the Agreement will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in cancellation of the Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date: - -

DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

**AND
(NAME)
(TITLE)**

FOR

LIFE COACHING AND PEER MENTORING SERVICES

**AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	3
3.0	WORK	3
4.0	TERM OF AGREEMENT	4
5.0	AGREEMENT SUM, BILLING AND PAYMENT	4
6.0	ADMINISTRATION OF AGREEMENT- COUNTY	6
6.1	FACILITY'S PROJECT DIRECTOR.....	6
6.2	FACILITY'S PROJECT MANAGER	7
6.3	FACILITY'S PROJECT MONITOR	7
7.0	ADMINISTRATION OF AGREEMENT - CONTRACTOR	7
7.1	CONTRACTOR'S PROJECT MANAGER.....	7
7.2	CONTRACTOR'S AUTHORIZED OFFICIAL(S)	7
7.3	CONTRACTOR'S STAFF IDENTIFICATION.....	8
7.4	APPROVAL OF CONTRACTORS' STAFFBACKGROUND AND SECURITY INVESTIGATIONS	8
7.5	CONFIDENTIALITY	9
7.6	MEDICAL HEALTH SCREENING	10
7.7	PERFORMANCE UNDER THE INFLUENCE	10
8.0	STANDARD TERMS AND CONDITIONS	10
8.1	AMENDMENTS	10
8.2	ASSIGNMENT AND DELEGATION.....	11
8.3	AUTHORIZATION WARRANTY	11
8.4	BUDGET REDUCTIONS	11
8.5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76).....	12
8.6	COMPLIANCE WITH APPLICABLE LAWS, RULES & REGULATIONS .	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS.....	14
8.8	CONFLICT OF INTEREST	16

**AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.9	CONTRACTOR RESPONSIBILITY AND DEBARMENT	16
8.10	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	20
8.11	CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM	20
8.12	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	21
8.13	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	22
8.14	COUNTY'S QUALITY ASSURANCE PLAN.....	22
8.15	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	23
8.16	FACSIMILE REPRESENTATIONS.....	23
8.17	FAIR LABOR STANDARDS	23
8.18	FEDERAL ACCESS TO RECORDS.....	24
8.19	FORCE MAJEURE	24
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	25
8.21	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH).....	25
8.22	INDEPENDENT CONTRACTOR STATUS.....	25
8.23	INDEMNIFICATION.....	26
8.24	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	26
8.25	NON EXCLUSIVITY.....	27
8.26	NOTICE OF DELAYS	27
8.27	NOTICE OF DISPUTES	27
8.28	NOTICES.....	27
8.29	PUBLIC RECORDS ACT	28
8.30	PUBLICITY	29

**AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.31	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	29
8.32	RECYCLED BOND PAPER.....	31
8.33	RESTRICTIONS ON LOBBYING	32
8.34	SUBCONTRACTING	32
8.35	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	32
8.36	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	32
8.37	TERMINATION FOR CONVENIENCE	33
8.38	TERMINATION FOR DEFAULT	34
8.39	TERMINATION FOR IMPROPER CONSIDERATION.....	36
8.40	TERMINATION FOR INSOLVENCY.....	36
8.41	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	37
8.42	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	37
8.43	UNLAWFUL SOLICITATION	38
8.44	VALIDITY.....	38
8.45	WAIVER.....	38
8.46	WARRANTY AGAINST CONTINGENT FEES.....	39
8.47	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING	39
9.0	UNIQUE TERMS AND CONDITIONS.....	39
9.1	NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT.....	39
9.2	REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE ...	39
SIGNATURES		41

**AGREEMENT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

- A STATEMENT OF WORK, DESCRIPTION OF DUTIES AND HOURLY RATE OF PAY
- B COUNTY'S ADMINISTRATION
- C CONTRACTOR'S ADMINISTRATION
- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)
- F MEDICAL HEALTH SCREENING

**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES**

AND

FOR

LIFE COACHING & PEER MENTORING SERVICE

This Agreement and Exhibits made and entered into this ____day of January, 2017, by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor.

RECITALS

WHEREAS, the County may contract with private individuals and/or businesses for services; and,

WHEREAS, the Contractor is an individual who is qualified by life experience as a disabled person and has obtained appropriate certification through the *KnowBarriers* Program at Rancho Los Amigos National Rehabilitation Center (Rancho); and,

WHEREAS, Rancho seeks to expand the number of persons served by life coaches and peer mentors; and,

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for specialized services; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work, Description of Duties and Hourly Rate.
- 1.2 EXHIBIT B - County's Administration
- 1.3 EXHIBIT C - Contractor's Administration
- 1.4 EXHIBIT D - Contractor Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH)
- 1.6 EXHIBIT F – Medical Health Screening

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

2.0 DEFINITIONS

- 2.1 **Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contract:** Agreement executed between County and Contractor.
- 2.3 **Contractor:** The person that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.4 **Contractor Project Manager:** Same as Contractor.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **DHS:** Department of Health Services
- 2.7 **Director:** Director of Health Services or his/her authorized designee.
- 2.8 **Facility:** Rancho Los Amigos National Rehabilitation Center.
- 2.9 **Facility Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the Facility's Project Manager.
- 2.10 **Facility Project Manager:** Person designated by Facility's Project Director to manage the operations under this Agreement.
- 2.11 **Facility Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

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

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be effective upon execution by the Director, through December 31, 2023 unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

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

5.3 No Payment for Services Provided Following Expiration/ Termination of Agreement

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any

such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.4 Invoices and Payments

- 5.4.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in **Exhibit A-X** - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit A – Statement of Work.
- 5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A-X - Statement of Work describing the tasks, deliverables, goods, services, work hours, and/or other work for which payment is claimed.
- 5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.4.5 All invoices under this Agreement shall be submitted in two (2) copies to the following addresses:

Jorge Orozco, Chief Executive Officer
Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Hwy., Downey, CA 90241
Email: jorozco@dhs.lacounty.gov

And

Expenditure Management, SSA-2208
Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Hwy., Downey, CA 90241
Phone: (562) 401-7418

5.4.6 County Approval of Invoices

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

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit B - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Facility's Project Director

Responsibilities of the Facility Project Director include:

- ensuring that the objectives of this Agreement are met; and

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 Facility's Project Manager

The responsibilities of the Facility's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 Facility's Project Monitor

The Facility's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the Facility's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor Administration

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

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

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit C. Contractor shall promptly notify County in

writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

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

7.3 Contractor Identification

Any Contractor performing services pursuant to this Agreement, is required to have a County Identification (ID) badge on their person and visible at all times.

7.3.1 Contractor is responsible to ensure that he/she has obtained a County ID badge before they are assigned to work. Contractor may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.3.2 Contractor shall return their ID badge to the County on the next business day after the Contractor has terminated services under this Agreement.

7.3.3 If County requests the removal of Contractor, Contractor shall return their ID badge to the County on the next business day after being removed from working on the County's Agreement.

7.4 Background and Security Investigations

Contractor performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County 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.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed 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 sub-paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.5 shall be conducted by County. County shall be entitled to retain its own counsel, including, without limitation, County Counsel. 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.
- 7.5.3 Contractor shall inform all of his/her agents of the confidentiality and indemnification provisions of this Agreement.

7.5.4 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit D.

7.6 Medical Health Screening

Contractor shall ensure that he/she, before entering a DHS Facility under this Agreement, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit F, Medical Health Screening.

7.7 Performance under the Influence

Contractor shall not perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, hourly rate, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Director.

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

8.1.3 Intentionally Omitted

8.1.4 The Director may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

8.2 ASSIGNMENT AND DELEGATION

The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, and any attempted assignment or delegation shall be null and void.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including

any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that he/she is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should he/she be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title

22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, 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 sub-paragraph 8.6 shall be conducted by County. 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.

8.6.3 **Facilities Rules and Regulations**

During the time that Contractor is at a Facility, Contractor shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this

Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint him/herself with such rules and regulations. Contractor agrees to immediately and permanently withdraw upon receipt of written notice from the Director that: (1) Contractor has violated such rules or regulations, or (2) Contractor's actions while on County premises, indicate that such action may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

**8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS-
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

8.7.1 The Contractor hereby assures that he/she will comply, where applicable, with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.7.2 Anti-discrimination in Services:

Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national

origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have

any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.9.1 Responsible Contractor

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

8.9.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor

on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.9.3 Non-responsible Contractor

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

8.9.4 Contractor Hearing Board

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following:
 - (1) elimination of the grounds for which the debarment

was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.9.5 Subcontractors of Contractor (Not Applicable)

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

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

8.11 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.11.1 Contractor hereby warrants that he/she is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor barring him/her from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.11.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff

members from such participation in a Federally funded health care program.

- 8.11.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

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

- 8.12.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.12.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.13 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

8.14 COUNTY’S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor’s performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings,

or grounds caused by the Contractor or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.15.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.16 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.17 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but

not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.18 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.19 FORCE MAJEURE

Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this 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 sub-paragraph as "force majeure events").

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit E in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit E, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

8.22 INDEPENDENT CONTRACTOR STATUS

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

8.22.2 The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

8.23 INDEMNIFICATION

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

8.24 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by the KnowBarriers Program which are applicable to his/her performance of this Agreement. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.25 NON EXCLUSIVITY

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

8.26 NOTICE OF DELAYS

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

8.27 NOTICE OF DISPUTES

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

8.28 NOTICES

8.28.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits B - County's Administration and C - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.28.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in

Exhibit C – Contractor’s Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.29 PUBLIC RECORDS ACT

8.29.1 Any documents submitted by the Contractor; all information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to sub-paragraph 8.31 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.30 PUBLICITY

8.30.1 The Contractor shall not disclose any details in connection

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

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

8.30.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.30 shall apply.

8.31 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.31.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.31.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent

transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.31.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.31.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.31 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

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

8.32 RECYCLED BOND PAPER

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

8.33 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all

certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.34 SUBCONTRACTING

The requirements of this Agreement may not be subcontracted by the Contractor.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.12 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.38 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds

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

8.37 TERMINATION FOR CONVENIENCE

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

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

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

8.37.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.31, Record Retention and Inspection/Audit Settlement.

8.38 TERMINATION FOR DEFAULT

8.38.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee.

- Contractor has materially breached this Agreement; or

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

8.38.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.38.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.38.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.38.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.38.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.38, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.38, or that the default was excusable under the provisions of sub-paragraph 8.38.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.37 - Termination for Convenience.

8.38.5 The rights and remedies of the County provided in this sub-paragraph 8.38 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.39 TERMINATION FOR IMPROPER CONSIDERATION

8.39.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any

form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.39.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

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

8.40 TERMINATION FOR INSOLVENCY

8.40.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

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

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.40.2 The rights and remedies of the County provided in this subparagraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.41 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.42 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.43 UNLAWFUL SOLICITATION

Contractor shall comply with all of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by himself/herself or his/her agents. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.44 VALIDITY

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

8.45 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 WARRANTY AGAINST CONTINGENT FEES

8.46.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a

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

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

8.47 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

8.47.1 The Contractor acknowledges and certifies in Exhibit - Zero Tolerance Human Trafficking Policy Certification, that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

8.47.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.47.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.2.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.2.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.2.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Director of Health Services, and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____

Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By _____

Signature

Printed Name

Title

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL