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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.



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May 16, 2017

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

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO SPECIALTY MEDICAL SERVICES AND
PHYSICIAN REGISTRY SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Delegate authority to the Director of Health Services, or his designee, to extend and amend Specialty Medical Services and Physician Registry Services Agreements with various contractors, for the provision of as needed specialty medical services for use by the Department of Health Services, Department of Public Health, and other County departments; and amend Specialty Medical Services Agreements to expand the scope of services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Health Services (Director), or his designee, to execute amendments to the Part-Time/Intermittent Specialty Medical Services (SMS) and Physician Registry Services (PRS) Agreements, identified on Attachment A and Attachment B, respectively, effective upon Board approval, to: a) extend the Agreements' term for two years, for the period July 1, 2017 through June 30, 2019, with the option to extend the Agreements for an additional one-year period through June 30, 2020; b) add and authorize other County departments to access the Agreements; c) expand the scope of services; and d) incorporate an hourly rate differential of up to twenty (20) percent specifically, for High Desert Regional Health Center (HDRHC), with an estimated annual cost of \$34,872,827 for Fiscal Year (FY) 2017-18 and \$34,594,147 for FY 2018-19.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 May 16, 2017

LORI GLASGOW
EXECUTIVE OFFICER

2. Delegate authority to the Director, or his designee, to: a) execute new standard form SMS and PRS Agreements effective upon execution, through June 30, 2019, and during the one-year extension period, through June 30, 2020, if exercised, for as-needed specialty medical services on a part-time/intermittent basis, with additional qualified physicians, medical personnel, and physician registries that agree to the County's terms, conditions and rates of payment not to exceed those maximum compensation rates approved by the Board (Attachments C and D); and b) to authorize deviations from County standard provisions when entering into such Agreements with the Regents of the University of California (Regents), as well as any subordinates to the Regents, to conform with deviations previously approved by the Board, subject to prior review and approval by County Counsel.

3. Delegate authority to the Director, or his designee, to execute future amendments to the SMS and PRS Agreements, as necessary, to: a) revise or incorporate provisions consistent with applicable Federal, State or local laws, rules, regulations, ordinances or policies; b) make non-substantive changes to the agreements and/or scope of services; c) add medical personnel and/or physician categories at rates not to exceed those approved by the Board, subject to review and approval by County Counsel; d) change the number of service hours to be provided, not to exceed the maximum hours authorized by the Board; e) adjust the hourly compensation rates, not to exceed those maximum compensation rates approved by the Board; f) adjust the annual maximum obligation in accordance with actions taken under subparts d) or e) above; and g) exercise the option to extend the Agreements for one year through June 30, 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

SMS and PRS Agreements enable the County to contract with qualified physician specialists, non-physician medical personnel and physician registries to address critical staffing shortages, peak workloads, unexpected emergencies and vacation coverage at County facilities. Historically, the County has encountered difficulty in recruiting and hiring physicians and medical personnel for the provision of as-needed and part-time specialized physician and medical personnel services. The use of the SMS and PRS Agreements helps meet patient care needs.

As DHS continues to build on its legacy of care innovation and strives to become a provider of choice, it is also striving to develop its front-line medical personnel and physician workforce so that it also becomes an employer of choice. Summarily, DHS is investing in personnel and technology to keep pace with the new demands of healthcare and will continue to provide high quality care in the decades to come, for the residents of the County of Los Angeles. These SMS and PRS Agreements not only assist the County by providing staffing coverage, but also provide a vehicle for potential employee recruitment opportunities for the future.

Recommendations

Approval of the first recommendation will allow the Director, or his designee, to execute amendments, substantially similar to Exhibits I through V, allowing for the continued provision of as-needed specialty medical and physician registry services through June 30, 2019, with the option to

extend the Agreements for an additional one-year period through June 30, 2020. The current agreements expire June 30, 2017. Approval of this recommendation is necessary, as part-time and intermittent specialty medical personnel and physicians are, in many cases, used to provide services that are only needed on a limited basis, in some cases just one or two times per month.

However, there are areas of DHS that still struggle to recruit staff and have had to rely on the SMS and PRS Agreements to fill those gaps. High Desert Regional Health Center is a prime example, due to its remote location. Apart from the difficulties this location has with recruiting physicians as County employees, it has increasing difficulty retaining contracted physicians. Therefore, the recommended SMS and PRS Amendments will allow HDRHC to offer physicians and medical personnel who are commuting 50 miles or more to the facility a rate differential of up to twenty (20) percent (Attachments C and D) of the hourly rates. This provision is substantially similar to one previously approved by the Board and incorporated into the Temporary Medical Personnel Services Agreements for allied health services.

The recommended Amendments will allow the Director to authorize other County departments to access the SMS and PRS Agreements. With the implementation of the Health Agency, DHS has increasingly engaged in discussions with other County departments regarding expanding access to medical personnel and physician expertise/services. Leveraging these Agreement services across County departments results in better use of time and resources that would otherwise be spent conducting separate solicitations for services, which may not be germane to each departments' core mission. The recommended Amendments will enable DHS to expand the scope of services to allow DHS and other County departments to leverage the expertise and knowledge of contracted physicians and medical personnel on an as-needed, part-time and intermittent basis, in areas of innovation, including, but not limited to, consulting or curriculum development, process improvement, medical administration services, and providing services within their areas of expertise in the community that supports County initiatives.

Approval of the second recommendation will authorize the Director to execute standard form SMS and PRS Agreements, substantially similar to Exhibits VI through X, effective upon execution, through June 30, 2019, and during the one-year extension period, if exercised, with additional qualified physicians, medical personnel, and physician registries that agree to the County's terms, conditions and rates of payment. With the Board's approval of this recommendation, DHS will also be able to continue to execute SMS and PRS Agreements with the Regents, and its respective subordinate entities under terms and conditions that deviate from the County standard, but conform with terms and conditions previously approved by the Board, such as mutual indemnification. DHS will submit the standard form SMS and PRS Agreement templates, updated in accordance with the changes authorized under Recommendation 1, to County Counsel for review and approval, prior to execution.

Approval of the third recommendation will allow DHS to amend the Agreements as necessary and respond in a timely manner to implement Board mandates and the evolving healthcare needs of the County.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal II, Foster Vibrant and Resilient Communities, via Strategy II.2, Supporting the Wellness of our communities.

FISCAL IMPACT/FINANCING

Expenditures under all of the Agreements will vary from year to year based on the needs of the County. County departments are responsible for ensuring adequate funding prior to requesting services under the Agreements.

The DHS's estimated annual cost during the recommended extension period is as follows: \$34,872,827 for FY 2017-18 and \$34,594,147 for FY 2018-19. Funding is included in the DHS' FY 2017-18 Recommended Budget, and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County may terminate SMS and PRS Agreements for convenience upon 30-days' prior notice.

The form Agreements include all Board required provisions; including Zero Tolerance Human Trafficking Policy.

County Counsel has approved Exhibits I through X as to form. The Amendment template and form Agreement template for the Regents (Exhibits IV and IX) include provisions that deviate from County standard terms and conditions, including provisions for mutual indemnification that are substantially similar to those in other Board approved agreements with the Regents.

SMS and PRS services are not Proposition A Agreements due to the services being intermittent and as needed, and therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

CONTRACTING PROCESS

Due to the sensitive nature of the services provided under SMS and PRS agreement, potential contractors must complete a rigorous qualification process, including credentialing and background check, prior to receiving an agreement from DHS.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the uninterrupted provision of as-needed specialty medical services and physician registry services to patients at County Departments.

The Honorable Board of Supervisors

5/16/2017

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Respectfully submitted,

A handwritten signature in black ink that reads "Mitchell Katz". The signature is written in a cursive style with a large, sweeping "M" and a stylized "Katz".

Mitchell H. Katz, M.D.

Director

MHK: cc ss

Enclosures

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

**SPECIALTY MEDICAL SERVICES AGREEMENTS
EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019**

Ambulatory Care Network

Allan S. Lew, MD, Inc. (Roybal CHC +)	H-705365	Cardiology
Gupta Radiology, Inc. (Olive View-UCLA MC & High Desert RHC)	H-706120	Radiology

El Monte Comprehensive Health Center

Lucrecia Escobar, O.D.	H-705035	Optometry
Robinson Castillo, D.P.M.	H-705036	Podiatry

H. Claude Hudson Comprehensive Health Center

Doron D. Kahana, M.D.	H-705786	Invasive Gastroenterology
L.A. Digestive Health and Wellness, Inc.	H-705901	Invasive Gastroenterology
Lesley Kwan, OD	H-707005	Optometry
Nuzhat Waheed, D.P.M.	H-705057	Podiatry
SDGP Global, Inc.	H-706385	Optometry
Sharon Whang, D.P.M.	H-705055	Podiatry

High Desert Regional Health Center

A.A. MED. CORP.	H-704955	Family Practice/Urgent Care
Alexander W. Sinavsky, M.D.	H-704990	Emergency Medicine/Urgent Care
Alphonso O. Swaby, D.O.	H-705131	Family Practice/Urgent Care
Andrew L. Katz, D.P.M.	H-704961	Podiatry
Anna Law, M.D.	H-704948	Emergency Medicine/Urgent Care
Antelope Valley Lung Institute	H-704956	Internal Medicine/Pulmonary Disease
Antony C. Ernest, M.D.	H-704998	Cardiology
Bradley Walker, M.D.	H-704997	Family Practice/Urgent Care
Bruce Lohman, M.D.	H-704951	Emergency Medicine/Urgent Care
Charles Law, M.D.	H-704950	Emergency Medicine/Urgent Care
Chengcong Wu, M.D.	H-704991	Internal Medicine/Urgent Care
Craig Helm, M.D., A Professional Corporation	H-706999	Ophthalmology
Craig J. Harwin, M.D.	H-706826	Orthopedic Surgery
Deborah A. Rice, F.N.P.	H-704962	Family Medicine
Elizabeth Lask, N.P.	H-704968	Family Medicine/Urgent Care
Esperanza C. Gajo, M.D.	H-704994	Family Practice
Farida Yoosefian, M.D.	H-704981	Internal Medicine/Urgent Care
Francine Vogler, M.D.	H-706135	Emergency Medicine
Ghol Ha'eri, M.D.	H-704996	Orthopedic Surgery
Glen H. Arnold, Ph.D.	H-704970	Psychology
Harry H. Nickle, M.D.	H-704982	Internal Medicine
Jon W. Fong, D.O.	H-704980	Emergency Medicine/Urgent Care
Jonathan M. Bedri, M.D.	H-705918	Neurology
Mariam Niki I. Cardoni, M.D.	H-706997	Pediatrics
Marla G. Giem, M.D.	H-705534	Internal Medicine/Urgent Care
Nabeel S. Atalla, M.D.	H-706627	Obstetrics and Gynecology
Paul Giem, M.D.	H-705958	Emergency Medicine
Paul Konikoff, M.D., Inc.	H-706299	Anesthesiology
Pavel V. Petrik Medical Corporation	H-706822	Vascular Surgery
Phillip Whong, M.D.	H-704958	Otolaryngology
Richard Jacobson, M.D.	H-704965	Pediatrics
Robert J. Hackworth, M.D.	H-706389	Anesthesiology
Sandra McMullen, N.P.	H-704963	Family Medicine/Urgent Care
Sara C. Jones-Gomberg, M.D.	H-706998	Ophthalmology
Scott C. Wallace, M.D.	H-706082	Anesthesiology
Sean D. Birmingham, M.D.	H-706112	Anesthesiology
Sheila Wright-Scott, M.D.	H-704999	Ophthalmology
Sierra Gastroenterology	H-704971	Internal Medicine/Gastroenterology
Thiendang Nguyen, M.D., Inc.	H-706632	Anesthesiology
Tom Mahendra, M.D.	H-705972	Surgery
Trent Erney Medical Group	H-704949	Family Practice/Emergency Medicine/Urgent Care
Valley Tumor Medical Group, Inc.	H-704960	Oncology/Hematology
Violeta Vallejo-Sinavsky, M.D.	H-704979	Internal Medicine/Urgent Care
Vitality Wellness, Inc.	H-705135	Internal Medicine/Urgent Care

**SPECIALTY MEDICAL SERVICES AGREEMENTS
EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019**

Hubert H. Humphrey Comprehensive Center

Carolyn R. Towler, M.D., Inc.	H-706711	Radiology
Ghaly Medical Group, Inc.	H-706121	Internal Medicine
Ifeoma Ezeani, O.D.	H-704922	Optometry
Kanagal L. Satyanarayana, M.D.	H-704906	Radiology
Minesh Patel, M.D.	H-704907	Radiology
Pedram Shawn Abdian, MD	H-706993	Family Medicine
Ron A. Brnbaum, M.D.	H-706734	Dermatology
Steven L. Scott, PA-C	H-706292	Physician Assistant
Sumavamsi Tiriveedhi, O.D.	H-704921	Optometry
Tin Y. Yung, M.D., Inc.	H-706109	Internal Medicine/Urgent Care

Health Services Administration

Vijaya Surampudi, M.D.	H-706832	Internal Medicine
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Harbor-UCLA Medical Center

Alev Brown, MD	H-706840	Internal Medicine
Andrew A. Zadeh, M.D.	H-705822	Cardiology
Annie C. Hu-Duval, O.D.	H-704944	Optometry
Arti S. Shah, O.D., Inc.	H-706838	Optometrist
Asha Goud, M.D.	H-706732	Radiology
Ashley Miller, D.P.M.	H-706619	Podiatry
Bahram Khazai, M.D.	H-705201	Internal Medicine
Benedict T. Chou, M.D.	H-706138	Internal Medicine
Chad Sila, M.D., A Professional Corporation	H-706725	Radiology-Oncology
Chai-Yung Johnny Tsai, M.D.	H-704752	Family Practice/Urgent Care
Chongwei Cui, M.D.	H-706835	Internal Medicine
Freddy Aw, M.D.	H-704746	Family Practice
Georgia A. Goldfarb, M.D.	H-705200	Sleep Medicine (Pediatric)
Jean M. Muller, M.D.	H-706839	Internal Medicine
John M. Criley, M.D.	H-704785	Internal Medicine
Julie K. Sugino, M.D.	H-704749	Emergency Medicine/Urgent Care
Karen Woo, M.D.	H-706618	Vascular Surgery
Lengting, LLC	H-705789	Internal Medicine - Nephrology
Les Huey, O.D., APC	H-704940	Optometry
Lester K. Lew, O.D.	H-704943	Optometry
Madeleine V. Pahl, M.D.	H-707026	Nephrology
Mahdi Yazdany, M.D.	H-706115	Internal Medicine/Nephrology
Marc J. Girsky, M.D.	H-704783	Internal Medicine/Cardiology
Maria C. Sipowicz, M.D.	H-704750	Family Practice/Urgent Care
Massoud Agahi, M.D.	H-706717	Surgery
Meiling Yuen, M.D.	H-706737	Internal Medicine
Michael Yu, M.D.	H-704751	Family Practice/Urgent Care
Minh T. Huynh, M.D.	H-706388	Internal Medicine
Patrick Choi, M.D., Inc.	H-706102	Radiology
Patty Pinanong, M.D.	H-704777	Family Practice/Urgent Care
Paul J. Wisniewski, D.O.	H-706718	Surgery
Paul P. Lee, M.D.	H-704731	Radiology
Robert Kraus, M.D.	H-705132	Internal Medicine/Cardiology
Robert Webman, M.D.	H-704615	Internal Medicine
Ronald J. Oudiz, M.D.	H-704781	Cardiology (Internal Medicine)
Ronald L. Becker, M.D.	H-704730	Radiology
Sahar Farzin, M.D.	H-706629	Radiology
Shabana Khan Shah, M.D.	H-704776	Family Medicine
Sigrid Burruss, M.D.	H-706738	Surgery
Susan Partovi, M.D.	H-705964	Family Practice
The Regents of the University of California (Deborah McCurdy, MD)	H-704761	Pediatrics/Rheumatology
The Regents of the University of California (Donald T. Baril, M.D.)	H-706849	Surgery
The Regents of the University of California (Nancy J. Halnon, M.D.)	H-706414	Pediatrics
Timothy S. Kristedja, M.D.	H-705919	Internal Medicine
Zar C. Chan, M.D.	H-707028	Nephrology

**SPECIALTY MEDICAL SERVICES AGREEMENTS
EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019**

Intergrated Correctional Health Services

Ghaly Medical Group, Inc.	H-706824	Internal Medicine
Lello Tesema, MD.	H-706841	Internal Medicine
Muhammad Arshad Farooq, M.D., Inc.	H-706843	Family Practice
Naveed Riaz, MD, INC	H-706833	Family Practice
Susan Partovi, M.D.	H-706847	Family Practice

Juvenile Court Health Services

Donaldo R. Figueroa, O.D.	H-705032	Optometry
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LAC+USC Medical Center

Albert J. Kim, DPM	H-705369	Podiatry
Dr. Neevon C. Esmaili, M.D., A Professional Corporation	H-706850	Psychiatry
Hooman Keano Karimi, D.P.M.	H-705033	Podiatry
John Shan, O.D.	H-705125	Optometry
Kate Kaufman, M.D.	H-705118	Emergency Medicine/Pediatric Emergency Medicine
Stephan T. Honda, M.D.	H-704931	Occupational Health
Zenon Zuk, M.D	H-705023	Occupational Health
Grace M. Juarez, M.D.	H-706823	Psychiatry
Lesley Kwan, O.D.	H-707015	Optometry
USC Care Medical Group, Inc. (Sathyavagiswaran Lakshmanan, M.D.)	H-707014	Forensic Pathology & Consultant Services

Long Beach Comprehensive Health Center

Hans J. Fischer, M.D.	H-705047	Radiology
Henny Nguyen, D.P.M.	H-705044	Podiatry
Matthew Wang, O.D., Inc.	H-705049	Optometry
Meiling L. Yuen, M.D.	H-705048	Dermatology
South Bay Eye Care Optometry, Inc.	H-705045	Optometry
Vision Designs Optometric Center, Inc.	H-705046	Optometry

Martin Luther King Jr., Outpatient Center

Andy Hong, M.D., Inc.	H-704813	Internal Medicine/Nephrology
Antoine Roberts, M.D.	H-704800	Orthopedic Surgery
Brian Lee, M.D., Inc.	H-704788	Internal Medicine/Nephrology
Broadway Care, Inc.	H-706614	Emergency Medicine
Carla E. Herriford, MD	H-704797	Dermatology
Celina Nadelman, M.D., A Medical Corporation	H-705913	Pathology
Charles L. Herring, M.D.P.C	H-705973	Orthopedic Surgery
Darryl A. Willoughby, M.D.	H-704820	Orthopedic Surgery
Dermatologic Laser Institute	H-705909	Dermatology
Eleby Washington M.D., P.C.	H-704818	Orthopedic Surgery
Esther K. Chung, O.D.	H-706399	Optometry
Global Group Diversified Enterprises, Inc.	H-704799	Anesthesiology
Golden Ear Medical Group, Inc.	H-704793	Otolaryngology
Harriette E. Lewis, M.D., Inc.	H-705976	Emergency Medicine/Urgent Care
Hayward L. Eubanks, M.D., Inc.	H-704791	Otolaryngology
Hezla Mohamed, M.D.	H-706845	Pathology
Jacqueline Lezine-Hanna, M.D.	H-705078	Orthopedic Surgery
James V. Pagano, M.D., APC	H-705977	Emergency Medicine/Urgent Care
Jane McGarvey, M.D., Inc.	H-706079	Emergency Medicine/Urgent Care
Joan Orlando, M.D.	H-704805	Cardiology (Internal Medicine)
Kanagal L. Satyanarayana, M.D.	H-704801	Radiology
Kim Fouche, M.D., Inc.	H-706081	Emergency Medicine/Urgent Care
L.A. Digestive Health and Wellness, Inc.	H-705817	Invasive Gastroenterology
Laura O. Fisch, MD	H-706852	Cardiology
Leroy W. Vaughn, M.D.	H-706392	Ophthalmology
Lorenzo Brown, M.D., Inc.	H-704796	Otolaryngology
Lydia Oftadeh, M.D.	H-704816	Allergy/Immunology
Marcia J. Glenn, M.D.	H-704806	Dermatology
Marynell Jelinek, MD	H-706712	Emergency Medicine
Mayer Davidson, M.D.	H-704795	Internal Medicine
Melvin L. Jackson, M.D., Inc.	H-706298	Emergency Medicine
Michael Javaheri, MD, Inc.	H-706412	Ophthalmology/Surgery
Morris Pataky MD Professional Corporation	H-706624	Emergency Medicine

**SPECIALTY MEDICAL SERVICES AGREEMENTS
EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019**

Motamedi-Modarresi, A Professional Corporation	H-705782	Urology
Nuvision Laser Medical Associates, Inc.	H-706398	Ophthalmology/Surgery
Pareed Mohamed, M.D., Inc.	H-704790	Cardiology (Internal Medicine)
Peyton Berookim, M.D., Inc.	H-704809	Invasive Gastroenterology
Rajinder Sekhon, M.D., Inc.	H-706130	Emergency Medicine/Urgent Care
Ramon Guadiz, M.D.	H-704810	Internal Medicine
Ronald E. Jefferson, M.D.	H-704803	Internal Medicine
Ryan O. Grier, DDS	H-706736	Dentistry
Samantha Kaura, M.D.	H-706825	Radiology
Sandy Wang D.O. Inc.	H-707006	Emergency Medicine
Satya Narayan Vashishtha, M.D.	H-705903	Invasive Gastroenterology
Satya Narayan Vashishtha, M.D.	H-705904	Non-Invasive Gastroenterology
Shalu Gupta, M.D.	H-706395	Ophthalmology/Surgery
Shashank Medical Corporation	H-706074	Family Medicine/Urgent Care
Southern California Podiatry Institute	H-705965	Podiatry
Stanley Hsia, M.D.	H-704792	Internal Medicine/Endocrinology
Stephen Lui, M.D., Inc.	H-704808	Internal Medicine
Susan Claster, M.D.	H-706844	Internal Medicine
The Regent of the University of California (Allan J. Pantuck, M.D.)	H-705975	Urology
The Regent of the University of California (Stanley K. Frencher, M.D.)	H-705911	Urology

Mid-Valley Comprehensive Health Center

Dermatologic Laser Institute	H-706733	Dermatology
Eddy V. Nguyen, M.D., Inc.	H-704822	Ophthalmology/Surgery
Jeanie Woo, M.D.	H-704887	Cardiology
Sumavamsi Tiriveedhi, O.D.	H-706731	Optometry

Olive View-UCLA Medical Center

Arineh Khachatoorians, AuD	H-706303	Audiology
Bob Armin, M.D., Inc.	H-705124	Head and Neck Surgery
Cande L. Sridhar, M.D.	H-704901	Radiology
D. Alan Shewmon, MD	H-706615	Pediatrics
Daniel Copps, D.D.S.	H-705082	Dentistry
David S. Rosenberg, M.D.	H-705106	Plastic Surgery
Esther Schmucl, M.D.	H-706407	Obstetrics and Gynecology
Gasser M. Hathout, M.D.	H-704827	Radiology
Gilberto Bultron, MD	H-706417	Pediatrics
Hung-Hei Yung, M.D.	H-704824	Anesthesiology
Janeen Gaul, N.N.P.	H-705089	Neonatology
Jimmy C. Huang, M.D. Jimmy Huang Radiology	H-705101	Radiology
Kalpna Kay Durairaj, M.D., Inc.	H-705122	Head and Neck Surgery
Kayur Shah, M.D.	H-704898	Ophthalmology Surgery
Linda Tseng-Ong, M.D.	H-706132	Pediatrics/Neurology
Ling T. Yen, O.D.	H-704926	Optometry
Lora D. Johnstone, N.N.P.	H-705091	Neonatology
Marianne Haines, NNP	H-705910	Nurse Practitioner
Michael Aaron Lalezarian, M.D., Corp.	H-706075	Radiology
Richard S. Jacobson, M.D.	H-706403	Pediatrics
Roy Z. Mansano, M.D.	H-706408	Obstetrics and Gynecology
Saba Gaffar, M.D.	H-706104	Pediatrics
Sheryl L. North M.D., Inc	H-704825	Radiology
Tanler Volkmann, M.D.	H-706729	Podiatry
The Regents of the Univeristy of California (Victor Xia, M.D.)	H-704765	Anesthesiology
The Regents of the University of California (Animesh A.Sabnis, MD)	H-706609	Pediatrics/Neonatal
The Regents of the University of California (Callene A. Momtazee, MD)	H-706637	Neurology
The Regents of the University of California (Deborah McCurdy, M.D.)	H-704766	Pediatrics/Rheumatology
The Regents of the University of California (Donald T. Baril, M.D.)	H-706829	Vascular Surgery

**SPECIALTY MEDICAL SERVICES AGREEMENTS
EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019**

The Regents of the University of California (Gary M. Satou, MD)	H-707004	Pediatrics
The Regents of the University of California (Gregory S. Perens, MD)	H-707001	Pediatrics
The Regents of the University of California (Jane Yanagawa, M.D.)	H-705961	Thoracic Surgery
The Regents of the University of California (Jay M. Lee, M.D.)	H-705962	Thoracic Surgery
The Regents of the University of California (Jessica B. O'Connell, MD)	H-706638	Vascular Surgery
The Regents of the University of California (Josephine B. Isabel-Jones, MD)	H-707002	Pediatrics
The Regents of the University of California (Kalpashri Kesavan, M.D.)	H-706612	Pediatrics
The Regents of the University of California (Mark S. Slansky, MD)	H-706995	Pediatrics
The Regents of the University of California (Michael Mah, M.D.)	H-706834	Neonatal-Perinatal Medicine
The Regents of the University of California (Maira A. Szilagyi, M.D.)	H-706404	Pediatrics
The Regents of the University of California (Nancy J. Halnon, M.D.)	H-706992	Pediatrics
The Regents of the University of California (Nelson F. Soohoo, M.D.)	H-704757	Orthopedic Surgery
The Regents of the University of California (Shant Shekherdian, M.D.)	H-706117	Pediatric Surgery
The Regents of the University of California (Stephen B. Shew, M.D.)	H-704767	Pediatrics /Surgery
The Regents of the University of California (Howard Jen, MD)	H-707018	Pediatric Surgery
The Regents of the University of California (Steven M. Farley, MD)	H-707003	Vascular Surgery
Tony Yat-Shing Chung, M.D., D.M.D., Inc.	H-704892	Dentistry
Usha Kiran Chaudhary, MD	H-705367	Pediatrics
Veling Tsai, M.D. Inc.	H-705130	Head and Neck Surgery
Waleed Doany, M.D.	H-706405	Obstetrics and Gynecology
Xavier F. Salazar, Psy.D.	H-706996	Clinical Psychologist
Yale Doberne, M.D.	H-704883	Pediatrics /Endocrinology
 <u>Public Health</u>		
Gail A. Nalls, M.D.	H704775	Radiology
Sameer Hassamal, M.D.	H-707025	Substance Abuse Prevention & Control
 <u>Rancho Los Amigos National Rehabilitation Center</u>		
Advanced Imaging Consultants, Inc.	H-705510	Diagnostic Radiology
Alvin C. Shon, M.D., Inc.	H-704738	Surgery
Brigitte Prinzivalli-Rolfe, M.D., M.P.H.	H-704912	Neurology
Carly Lochala, PT, DPT	H-706989	Physical Therapy
Cozby Physical Therapy and Consulting	H-705002	Physical Therapy
Danielle Fenning Boufadel, DPT	H-706128	Physical Therapist
David Ginsberg, M.D.	H-704909	Urology Surgery
David Shamouelian MD Inc.	H-706851	Otolaryngologist
Eli Bendavid, M.D.	H-706297	Radiology
Emily Schultz, PT, DPT	H-706990	Physical Therapy
Eric Ikeda, O.D.	H-705013	Optometry
Geoffrey M. Miller, M.D.	H-706410	Surgery
Gilbert Gelfand, M.D.	H-704736	Rheumatology
Janice Park-Kim, D.D.S.	H-705019	Dentistry
Jashashree Mohapatra, PT, DPT	H-706727	Physical Therapy
Jeffery Pucher, D.D.S.	H-705005	Dentistry
Jenna Marie Schaeffer, M.S. CCC-SLP	H-707000	Speech Pathologist
Jordan Christensen, PT, DPT	H-706987	Physical Therapy
Jose Pantoja, M.D.	H-704913	Hepatology/Internal Medicine
Kathy O. Nakabayashi, M.A. - CCC-SLP	H-706846	Speech Pathology
Katie Michiko Yoshida, MS, CCC-SLP	H-706715	Speech Pathology

**SPECIALTY MEDICAL SERVICES AGREEMENTS
EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019**

ATTACHMENT A

Leila Abu-Lashin, OTR/L	H-707023	Occupational Therapist
Lisa Fukuzato, PT, DPT	H-706988	Physical Therapist
Lori K. Malinbaum, D.D.S., Inc.	H-705017	Dentistry
Margaret Burnett, M.D.	H-704908	Neurology
Mariella Crespo, DPT	H-706634	Physical Therapist
Mark S. Linam, DPM	H-705016	Podiatry
Mary Murakawa, D.D.S.	H-705018	Dentistry
Mazdisnian, M.D., Inc.	H-704914	Internal Medicine
Megan Russell, P.T., DPT	H-706723	Physical Therapy
Michael Macalalad, D.D.S.	H-705009	Dentistry
Mohsin Ali, M.D.	H-704742	OB/GYN
Nancy F. Sand, M.D.	H-704739	Ophthalmology
Natalie Shanfield, MA, CCC-SLP	H-706118	Speech Pathologist
Nina Patel, M.D.	H-705814	Internal Medicine (Nephrology)
Pouya Lavian, M.D., Inc.	H-705060	Neurology
Ramin Hazany, M.D., Inc.	H-704915	Physical Medicine and Rehabilitation
Robert M. Zeit, M.D.	H-704733	Radiology
Sarah Wolff, O.D.	H-705003	Optometry
Sophia Chun, M.D.	H-704920	Physical Medicine and Rehabilitation
Stephanie Chen, M.D.	H-705905	Pediatrics
The Regents of the University of California (Keyianoosh Zad Paydar, MD)	H-705072	Surgery/Aesthetics & Plastic Surgery
Tien-I Karleen Su, M.D.	H-706827	Internal Medicine
Tobin Dubuc, DPT	H-706125	Physical Therapy
Valerie Hernandez, PA	H-705531	Internal Medicine
Vance Eberly, M.D.	H-704911	Orthopedic Surgery
Vincent Tso, D.D.S.	H-705020	Dentistry
Women's Diagnostic Imaging Medical Center	H-706830	Radiology

**PHYSICIAN REGISTRY SERVICES AGREEMENTS ATTACHMENT B
EXTENDED TERM JULY 1, 2017 - JUNE 30, 2019**

Jackson & Coker Locumtenens, Inc.	H-706714
Kamran Ghadimi, M.D. dba Anesthesia Provider Group	H-704378
KPG Healthcare, LLC	H-706642
Mediscan Diagnostic Services, Inc.	H-704381
Pacific Anesthesia Provider Group	H-704379
Redwood General Emergency Physicians Medical Group, Inc.	H-706124

**PART-TIME INTERMITTENT SPECIALTY MEDICAL SERVICES
PHYSICIAN SERVICES – HOURLY RATE CAP SCHEDULE**

Tier 1 – Physicians specializing in the following disciplines:

Emergency Medicine and Ophthalmology:

- Up to **\$260** hourly rate (up to **\$130** hourly on-call rate)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

Tier 2 – Physicians specializing in the following disciplines:

Anesthesiology, Cardiology, Cardiothoracic Surgery, Gynecologic Oncology, Invasive, Forensic Pathology, Gastroenterology, Neurological Surgery, Orthopedic Surgery, Otolaryngology, Pediatric Surgery, Plastic Surgery, Radiology (*diagnostic; oncology*), Surgery, Urology, and Vascular Surgery:

- Up to **\$225** hourly rate (up to **\$112.50** hourly on-call rate).
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

Tier 3 – Physicians specializing in the following disciplines:

Psychiatry:

- Up to **\$200** hourly rate (up to **\$100** hourly on-call rate)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

Tier 4 – Physicians specializing in the following discipline:

Addiction Medicine, Critical Care, Dermatology, Gastroenterology – Non-Invasive, Hematology-Oncology, Neonatal-Perinatal Medicine, and Obstetrics and Gynecology:

- Up to **\$175** hourly rate (up to **\$87.50** hourly rate)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

Tier 5 – Physicians specializing in the following disciplines (All other specialties):

Allergy and Immunology, Family Medicine, Internal Medicine (*Endocrinology; Rheumatology*), Neurology, Nuclear Medicine, Pathology, Pediatrics, Physical Medicine and Rehabilitation, and Preventive Medicine (*Occupational Health*):

- Up to **\$125** hourly rate (up to **\$62.50** hourly on-call rate)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

**PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES
MEDICAL PERSONNEL SERVICES – CURRENT HOURLY RATE CAP SCHEDULE**

Tier 1 – Medical Personnel specializing in the following disciplines:

Clinical Psychologist, Dentist, Optometrist, and Podiatrist:

- Up to **\$125** hourly rate
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to medical personnel commuting 50 miles or more to the facility.

Tier 2 – Medical Personnel specializing in the following disciplines:

Certified Registered Nurse Anesthetist, Nurse Practitioner, Pharmacist, and Physician Assistant:

- Up to **\$95** hourly rate
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate to medical personnel commuting 50 miles or more to the facility.

Tier 3 – Medical Personnel specializing in the following disciplines:

Audiologist, Occupational Therapist, Physical Therapist, and Speech Pathologist:

- Up to **\$80** hourly rate
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate to medical personnel commuting 50 miles or more to the facility.

Tier 4 – Medical Personnel specializing in the following discipline:

Ophthalmic Technician:

- Up to **\$30** hourly rate
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated hourly rate.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate to medical personnel commuting 50 miles or more to the facility.

**PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES
CURRENT MAXIMUM FEE-FOR-SERVICE RATES
(Only for physicians and other medical personnel providing services at High
Desert Multi-Services Ambulatory Care Center)**

- | | |
|---|------------------------------------|
| Consult | ▪ Up to \$150 per consult |
| Various In-Office Surgical and Diagnostic Procedures | ▪ Up to \$300 per procedure |
| Various Ambulatory Surgical Center Surgical or G I Procedures | ▪ Up to \$500 per procedure |

PHYSICIAN REGISTRY SERVICES
SCHEDULE OF RATES

1.0 RATES FOR PHYSICIAN SPECIALIST SERVICES

1.1 Physician Affiliates specializing in the following disciplines:
Emergency Medicine and Ophthalmology:

- Up to the maximum rate of **\$2,080** per 8-hour shift, or
- Up to the maximum rate of **\$260** per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.2 Physician Affiliates specializing in the following disciplines:

Cardiology, Cardiothoracic Surgery, Gynecologic Oncology, Neurological Surgery, Orthopedic Surgery, Otolaryngology, Pediatric Surgery, Plastic Surgery, Radiology, General Surgery, Urology, and Vascular Surgery:

- Up to the maximum rate of **\$1,800** per 8-hour shift, or
- Up to the maximum rate of **\$225** per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.3 Physician Affiliates specializing in the following disciplines:

Critical Care (Internal Medicine), Dermatology, Gastroenterology, Hematology-Oncology, Neonatal-Perinatal Medicine, and Obstetrics and

Gynecology:

- Up to the maximum rate of **\$1,400** per 8-hour shift, or
- Up to the maximum rate of **\$175** per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.4 Physician Affiliates specializing in the following discipline:

Psychiatry:

- Up to the maximum rate of **\$1,400** per 8-hour shift, or
- Up to the maximum rate of **\$175** per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **\$2,000** per 8-hour shift, or **\$250** per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.5 Physician Affiliates specializing in the following disciplines:

Allergy and Immunology, Family Medicine, Internal Medicine (e.g., Endocrinology, Rheumatology), Neurology, Nuclear Medicine, Occupational Medicine, Pathology, Pediatrics, and Physical Medicine and Rehabilitation:

- Up to the maximum rate of **\$1,000** per 8-hour shift, or
- Up to the maximum rate of **\$125** per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).

- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
 - High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.
- 1.6 No Physician Affiliate is to work more than 8 hours in any 24-hour period. If services are paid on an hourly basis, payment for any period less than an hour shall be prorated. Mealtime and break periods are not compensable for purposes of determining time reimbursable under this rate schedule.

2.0 RATES FOR PHYSICIAN ANESTHESIOLOGIST SERVICES

2.1 Scheduled General Anesthesia Services:

- Up to the maximum rate of **\$1,800** per 8-hour shift, or
- Up to the maximum rate of **\$225** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$112.50** per hour (rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

2.2 Supervision of Certified Registered Nurse Anesthetists (CRNA) Services:

- Up to the maximum rate of **\$1,600** per 8-hour shift, or
- Up to the maximum rate of **\$200** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$100** per hour rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.

- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

2.3 "Hourly On-Call" Anesthesia Service Coverage

- 2.3.1 "Hourly On-Call" anesthesia service coverage means off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Facility's medical director or designee. If called in, the rates change to the shift/hourly rates for Scheduled General Anesthesiology Services or Supervision of CRNA Services, identified in Section 2.2 of this Exhibit B-1, as appropriate, and computed accordingly (i.e., the total charges would be a combination of hourly on-call and in-house shift/hourly rates).
- 2.3.2 Medical Facility's medical director or designee shall give written notice to Contractor of an "Hourly On-Call" schedule hereunder at least 24 hours prior to the commencement of such schedule.
- 2.3.3 Contractor shall respond to such page or telephone call within five (5) minutes and ensure that requested physician anesthesiologist personnel arrive at the requesting Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Facility's medical director or designee. Contractor shall not be compensated if Contractor fails to respond or its physician affiliates do not arrive within the time limits.
- 2.3.4 There shall be no overtime or additional compensation for weekends or holidays for Contractor's physician anesthesiologist personnel for any of the above service categories in this Exhibit B-1.
- 2.3.5 Contractor additionally agrees that an anesthesiologist hereunder may not concurrently provide scheduled general anesthesia services and supervision of CRNA services.

EXHIBIT I

Agreement No.: «Contract_Number»
(Physician Services)
(All Facilities)

PART-TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

Amendment No.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2017

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

«PROVIDER_NAME»
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT," dated «contract_effective_date», and further identified as Agreement No.: «Contract_Number», and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, on May 16, 2017 the Board of Supervisors delegated authority to the Director of Health Services to amend Specialty Medical Services Agreements, to extend the term of the Agreements for an additional two (2) year term, for the period July 1, 2017 through June 30, 2019; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term, to increase or decrease the Agreement amount by \$, not to exceed a total contract cost of «Max_Oblig», increase or decrease the hourly rate from [\$] to [\$], and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 16, ALTERATION OF TERMS, may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence upon execution and become effective on «Effective_Date».

EXHIBIT I

2. Agreement, Paragraph 1, TERM AND TERMINATION, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. The term of this Agreement shall commence on the date of its execution by County’s Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including «contract_end_date»«special_end_date». In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.”

3. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, is deleted in its entirety and replaced as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed «Max_Oblig» as follows:

A. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County shall not exceed «FY_1112»;

B. During the period July 1, 2012 through June 30, 2013, the maximum obligation of County shall not exceed «FY_1213»;

C. During the period July 1, 2013 through June 30, 2014, the maximum obligation of County shall not exceed «FY_1314»;

D. During the period July 1, 2014 through June 30, 2015, the maximum obligation of County shall not exceed «FY_1415»;

E. During the period July 1, 2015 through June 30, 2016, the maximum obligation of County shall not exceed «FY_1516»; and

F. During the period July 1, 2016 through June 30, 2017, the maximum obligation of County shall not exceed «FY_1617».”

G. During the period July 1, 2017 through June 30, 2018, the maximum obligation of County shall not exceed «FY_1718».”

H. During the period July 1, 2018 through June 30, 2019, the maximum obligation of County shall not exceed «FY_1819».”

EXHIBIT I

4. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, HOURLY RATE(S), Subparagraph A, is deleted in its entirety and replaced with the following language:

“ A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility (and/or at Contractor’s office) as follows: («Rates_per_Hour») per hour (and/or per procedure – HD MACC only).

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County’s compensation for on-call professional services shall be («oncall_rate»**N/A**) per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.”

5. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 38, COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, as follows:

“38. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

B. 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.

EXHIBIT I

C. 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.”

6. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 39, GOVERNING LAWS, JURISDICTION AND VENUE, as follows:

“39. 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.”

7. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, SURVIVAL, as follows:

“40. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 6.C of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 39 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 40 of Additional Provisions (Survival)”

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

EXHIBIT I

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT II

Agreement No.:
(Physician Services)
(on-site/off-site)

PHYSICIAN REGISTRY SERVICES AMENDMENT

Amendment No. [Insert Amendment Number]

THIS AMENDMENT is made and entered into this _____ day
of _____, 2017

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

[INSERT CONTRACTOR NAME]
(hereafter "Contractor")

Contractor's Business Address:

WHEREAS, reference is made to that certain document entitled "AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND [INSERT CONTRACTOR NAME] FOR PHYSICIAN REGISTRY SERVICES," dated [insert start date], and further identified as Agreement No.: [insert Agreement number], and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on May 16, 2017, the Board of Supervisors delegated authority to the Director of Health Services to amend Physician Registry Agreements, to extend the term of the Agreements an additional two (2) year term, for the period July 1, 2017 through June 30, 2019; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term two (2) years through June 30, 2019 and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, Amendments, may be made in the form of an amendment which is formally approved and executed by the parties; and

EXHIBIT II

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall commence upon execution by County's Director of the Department of Health Services, or his authorized designee, and become effective on July 1, 2017.

2. 4.0 TERM OF AGREEMENT, Paragraph 4.1 shall be deleted in its entirety and replaced as follows:

"4.1 The term of this Agreement shall commence upon execution by the parties with such date reflected on the top of Page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

3. Agreement, STANDARD TERMS AND CONDITIONS, is modified to add Paragraph 8.60, SURVIVAL, as follows:

"8.60 **Survival**

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.60 (Survival)"

EXHIBIT II

4. Agreement, STANDARD TERMS AND CONDITIONS, is modified to add Paragraph 8.61, COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, as follows:

“8.61 Compliance with County’s Zero Tolerance Policy on Human Trafficking

8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

8.61.2 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 Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 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 Master Agreement.”

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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EXHIBIT II

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT III

Contract No.: «Contract_Number»
(Medical Personnel)
(on-site/off-site)

PART-TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

Amendment No.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2017,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

«PROVIDER_NAME»
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT," dated «contract_effective_date», and further identified as Agreement No.: «Contract_Number», and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on May 16, 2017 the Board of Supervisors delegated authority to the Director of Health Services to amend Specialty Medical Services Agreements, to extend the term of the Agreements for an additional two (2) year term, for the period July 1, 2017 through June 30, 2019;and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, to increase or decrease the Agreement amount by \$, not to exceed a total contract cost of «Max_Oblig», increase or decrease the hourly rate from [\$] to [\$], and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 16, ALTERATION OF TERMS, may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall commence upon execution and become effective on «Effective_Date».

EXHIBIT III

2. Agreement, Paragraph 1, TERM AND TERMINATION, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. The term of this Agreement shall commence on the date of its execution by County’s Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days’ prior written notice thereof to the other party.”

3. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, is deleted in its entirety and replaced as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed «Max_Oblig» as follows:

A. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County shall not exceed «FY_1112»;

B. During the period July 1, 2012 through June 30, 2013, the maximum obligation of County shall not exceed «FY_1213»;

C. During the period July 1, 2013 through June 30, 2014, the maximum obligation of County shall not exceed «FY_1314»;

D. During the period July 1, 2014 through June 30, 2015, the maximum obligation of County shall not exceed «FY_1415»;

E. During the period July 1, 2015 through June 30, 2016, the maximum obligation of County shall not exceed «FY_1516»; and

F. During the period July 1, 2016 through June 30, 2017, the maximum obligation of County shall not exceed «FY_1617»."

G. During the period July 1, 2017 through June 30, 2018, the maximum obligation of County shall not exceed «FY_1718»."

H. During the period July 1, 2018 through June 30, 2019, the maximum obligation of County shall not exceed «FY_1819»."

EXHIBIT III

4. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, HOURLY RATE(S), Subparagraph A, is deleted in its entirety and replaced as follows:

“ A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility (and/or at Contractor’s office) as follows: «Rates_per_Hour» per hour (and/or per procedure – HD MACC only).

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County’s compensation for on-call professional services shall be «NonPhysician_Item»N/A per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.”

5. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 38, COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, as follows:

“38. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

B. 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 Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

EXHIBIT III

C. 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.”

6. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 39, GOVERNING LAW, JURISDICTION AND VENUE, as follows:

“39. GOVERNING LAW, JURISDICTION AND VENUE: This Master 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.”

7. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, SURVIVAL, as follows:

“40. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 6.C of Agreement (No Payment for Services Provided

Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Agreement (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 39 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 40 of Additional Provisions (Survival)”

EXHIBIT III

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT IV

Agreement No.: _____
(Hospitalist Services)
(Insert Physician's Name)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

AMENDMENT NO. [Insert Agreement Number]

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, A CALIFORNIA
CONSTITUTIONAL CORPORATION
UNDER ARTICLE IX OF THE
CONSTITUTION OF THE STATE OF
CALIFORNIA, ACTING ON BEHALF OF
ITS DAVID GEFLEN SCHOOL OF
MEDICINE AT UCLA, [INSERT
DEPARTMENT NAME], [INSERT
DIVISION NAME]
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT," dated [insert date], and further identified as County Agreement No.: [insert Agreement Number], and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, on May 16, 2017 the Board of Supervisors delegated authority to the Director of Health Services to amend Specialty Medical Services Agreements, to extend the term of the Agreements for an additional two (2) year term, for the period July 1, 2017 through June 30, 2019; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, to increase the Agreement amount by [\$], not to exceed a total contract cost of [\$], increase the hourly rate from [\$] to [\$], and to provide for the other changes set forth herein; and

EXHIBIT IV

WHEREAS, Agreement provides that changes in accordance to Paragraph 14, ALTERATION OF TERMS, may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall commence upon execution and become effective on [insert date] *(use this language if extending the contract term)* OR
 1. This Amendment shall become effective on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee, with such date reflected on the top of page 1 of Amendment. *(use this language if amending but not extending the term)*
 2. Paragraph 1 of the Agreement, TERM AND TERMINATION, Subparagraph A, shall be deleted in its entirety and replaced with the following language:

“A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.”
3. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and replaced as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services performed by the hospitalist providing services hereunder shall not exceed [\$] as follows:

 - A. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$]; and
 - B. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$].”
4. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, Subparagraph A, HOURLY RATES, shall be deleted in its entirety and replaced as follows:

EXHIBIT IV

“3. HOURLY RATES: County shall compensate Contractor for the hospitalist providing services hereunder in accordance with the schedule of rate(s) listed below.

A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows: [Insert Medical Specialty] Services: [\$] per hour.

County shall compensate Contractor for each hospitalist for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County’s compensation for on-call professional services shall be [\$] per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.”

5. Agreement, INDEMNIFICATION, Paragraph 8 shall be deleted in its entirety and replaced as follows:

“8. INDEMNIFICATION AND INSURANCE BY COUNTY: County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents.

County at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance, to cover the following:

A. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three

EXHIBIT IV

(3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, the County shall obtain extended reporting (tail) coverage for the remainder of the (5)-year period.

B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

C. Workers' Compensation Insurance in a form and amount covering County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of the County.

The coverage referred to in Section 2 above shall be endorsed to include Contractor as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents and/or employees. County, upon execution of this Agreement, shall furnish Contractor with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Contractor of any modification, change or cancellation of any of the above insurance coverages. "

6. Agreement, GENERAL INSURANCE REQUIREMENTS, Paragraph 9 shall be deleted in its entirety and replaced as follows:

"9. INDEMNIFICATION AND INSURANCE BY CONTRACTOR: Contractor shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fee), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees

EXHIBIT IV

or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, employees, or agents.

Contractor at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining, for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance to cover the following:

- A. Professional Medical Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.
- B. Comprehensive General Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.
- C. Workers' Compensation Liability Insurance with limits in amounts required by the State of California.
- D. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however that the coverages required under this Agreement shall not in any way limit the liability of the Contractor.

The coverage referred to in Section 2 above shall be endorsed to include County as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents, and/or employees. Contractor, upon execution of this Agreement, shall furnish County with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to County of any modification, change or cancellation of any of the above insurance coverages."

7. Agreement, INSURANCE COVERAGE REQUIREMENTS, Paragraph 10 shall be deleted in its entirety and replaced as follows:

"10. INTENTIONALLY OMITTED"

8. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 39, COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, as follows:

“39. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

B. 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.

C. 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. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, GOVERNING LAW, JURISDICTION AND VENUE, as follows:

“40. 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.”

10. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 41, SURVIVAL, as follows:

“41. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification and Insurance by County)

Paragraph 9 of Agreement (Indemnification and Insurance by Contractor)

EXHIBIT IV

Paragraph 1 of Additional Provisions (Record and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 41 of Additional Provisions (Survival)”

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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EXHIBIT IV

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: _____
Signature

(Insert Physician's Name)
Printed Name

Title:
Interim CEO, UCLA Faculty Practice Group
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT V

Agreement No.: _____
(Dispatched Physician Services)
(Insert Physician Name)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

Amendment No. [Insert number]

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

USC CARE MEDICAL GROUP, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT," dated [insert date], and further identified as County Agreement No.: [insert Agreement Number], and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, on May 16, 2017 the Board of Supervisors delegated authority to the Director of Health Services to amend Specialty Medical Services Agreements, to extend the term of the Agreements for an additional two (2) year term, for the period July 1, 2017 through June 30, 2019;and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, increase or decrease the Agreement amount by [\$], not to exceed a total contract cost of [\$], increase the hourly rate from [\$] to [\$], and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 14, ALTERATION OF TERMS, may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence upon execution and become effective on [insert date] (*use this language if extending the contract term*) OR
1. This Amendment shall become effective on the date of its execution by County's Director of the Department of Health Services, or his or her

EXHIBIT V

authorized designee, with such date reflected on the top of page 1 of Amendment. *(use this language if amending but not extending the term)*

2. Paragraph 1 of the Agreement, TERM AND TERMINATION, Subparagraph A, shall be deleted in its entirety and replaced as follows:

“A. The term of this Agreement shall commence on the date of its execution by County’s Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.”

3. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, is deleted in its entirety and replaced as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed [\$] as follows:

- A. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$]; and
- B. During the period [insert date] through [insert date], the maximum obligation of County shall not exceed [\$].”

4. Agreement, Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES, Paragraph 3, HOURLY RATES, Subparagraph A, is deleted in its entirety and replaced as follows:

“A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows:

[Insert Medical Specialty] Services: [\$] per hour.

County shall compensate Contractor for each Dispatched Physician for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above.

During the term of this Agreement, Contractor will not be providing “on-call” professional services.

EXHIBIT V

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.”

5. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 38, USE OF RECYCLED-CONTENT PAPER, as follows:

“38. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.”

6. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 39, COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING, as follows:

“39. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

B. 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.

C. 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.”

EXHIBIT V

7. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 40, GOVERNING LAW, JURISDICTION AND VENUE, as follows:

“40. 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. Agreement, ADDITIONAL PROVISIONS, is modified to add Paragraph 41, SURVIVAL, as follows:

“41. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification)

Paragraph 9 of Agreement (General Provisions for all Insurance Coverage)

Paragraph 10 of Agreement (Insurance Coverage)

Paragraph 1 of Additional Provisions (Record and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 41 of Additional Provisions (Survival)”

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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EXHIBIT V

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

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

«PROVIDER_NAME»

FOR

PART TIME/INTERMITTENT

SPECIALTY MEDICAL SERVICES

(Physician Services - On-site/Off-site)

**CONTRACTOR PROVISIONS
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EXHIBITS

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Agreement No: «Contract_Number»
(Physician Services)
(All Facilities)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

«PROVIDER_NAME»
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including «DHS_FACILITY» (hereafter "Medical Facility"); and

WHEREAS, a large number of physician specialty medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient physician staff to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature such that they do not give rise to the need for a full-time physician; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty medical position at Medical Facility (applicable only to new agreements with physician contractors which start on or after July 1, 2017); and

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

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

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

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California or California Board of Osteopathy, as appropriate).

D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.

E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right under Medical Facility's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

I. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" – Billing, Payment, Maximum Obligation, and Rates.

3. PRIOR AGREEMENT SUPERSEDED: Effective date of execution by Director, this Agreement shall replace and supersede Physician Specialty Medical Services Agreement No. «supersedes» and any and all Amendments thereto.

4. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

5. DESCRIPTION OF SERVICES: Contractor shall provide medical services as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

6. BILLING AND PAYMENT:

A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B."

B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the

total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

C. No Payment for Services Provided Following Expiration/Termination of Contract

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

7. INDEPENDENT CONTRACTOR STATUS:

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

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services

hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

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

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

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

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

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide

County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 8.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

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

9. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

10. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012

Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants Division

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to

Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

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

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

C. Professional Liability Insurance: If Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover services provided under this Agreement.

D. Workers Compensation and Employer's Liability Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A," Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

13. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this

Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

14. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

15. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) «Facility_Name»
«NonPhysician_Item»
«NonPhysician_Item»
«NonPhysician_Item»

- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

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 on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT A
DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor is a physician, duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 2. B. hereinbelow in her/his specialty, and has applied for and been granted medical staff privileges at Medical Facility. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under the administrative and professional direction of Medical Director. Medical Facility shall retain professional and administrative responsibility for the services provided under this Agreement. Such services may include, but are not limited to, one or more of the following:

On-site language to use if Contractor is performing services on-site:

A. «MEDICAL_SPECIALTY» and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site and on-call service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five (5) years thereafter for purposes of inspection and audit.

Off-site language to use if Contractor is performing services off-site:

A. «Medical_Specialty» and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site, off-site, and on-call service hours and further shall be responsible for distinguishing between the three types of service hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five (5) years thereafter for purposes of inspection and audit.

B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.

C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.

D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.

E. Upon prior written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:

(1) Participating on Quality Assurance and Utilization Review Committees;

(2) Participating on Medical Facility's medical staff committees;

(3) Participating in Medical Facility's licensure and the Joint Commission reviews;

(4) Participating in Medical Facility's planning and equipment planning activities;

(5) Developing internal policies and procedures.

F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit physicians employed by or under contract with the County.

G. "Hourly on-call" service coverage which consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor fails to respond or does not arrive within the time limits.

H. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.

I. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site and off-site service hours worked as well as all on-call service hours.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All physicians providing services at Medical Facility must be appropriately licensed, credentialed, or certified, as appropriate to his or her scope of practice by the State of California.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. Board Certification: During the term of this Agreement, Contractor shall continuously have and maintain board certification or board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past eighteen (18) months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship. Notwithstanding the foregoing, in the event that Contractor does not meet these requirements, Medical Facility, upon a determination that Contractor has the skill level and/or experience commensurate with these requirements, may utilize Contractor's services.

C. Credentialing Requirements: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

D. Medical Health Screening: Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

E. Bloodborne Pathogens: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

F. The Joint Commission: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education

requirements established by the Joint Commission and Contractor's State licensing or the State Medical Board or both.

3. STANDARDS OF CARE:

A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.

4. **PARKING SPACE:** When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

EXHIBIT B
BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

1. BILLING AND PAYMENT:

A. Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, administrative, etc.), whether such services were provided on-site or on-call, date and hours worked, and the applicable compensation rate.

B. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

C. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.

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

2. **MAXIMUM OBLIGATION OF COUNTY:** During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed «Max_Oblig» as follows:

A. During the period July 1, 2017 through June 30, 2018, the maximum obligation of County shall not exceed «FY_1718»; and

B. During the period July 1, 2018 through June 30, 2019, the maximum obligation of County shall not exceed «FY_1819».

3. HOURLY RATE(S):

A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility as follows:

\$«Rates_per_Hour» per hour **(and/or per procedure – HD MACC only)**

«NonPhysician_Item»	«NonPhysician_Item»	«NonPhysician_Item»
«NonPhysician_Item»	«NonPhysician_Item»	«NonPhysician_Item»
«NonPhysician_Item»	«NonPhysician_Item»	«NonPhysician_Item»
«NonPhysician_Item»		
«NonPhysician_Item»	«NonPhysician_Item»	«NonPhysician_Item»
«NonPhysician_Item»		

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be («NonPhysician_Item»\$N/A) per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C 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 at the Contractor's expense 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 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 any time 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.

Per County policy, Contractor personnel are required to comply with annual health screenings. 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.

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 needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, 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.

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ADDITIONAL PROVISIONS

1. RECORDS AND AUDITS:

A. **Financial Records:** Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. **Patient Records:** Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days' prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

C.. **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 1395(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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost

of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a 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.

D. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medi-Cal programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an

audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

G. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information 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.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

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

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of five hundred dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

5. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain

in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

6. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and 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 those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

12. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or

assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

13. COMPLIANCE WITH APPLICABLE LAW:

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

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from

Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance

shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

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

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, 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 653 (a)] and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, 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 ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant

to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members 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 thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

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

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

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

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.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

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

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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.

B. 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. 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.

D. 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.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with

respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. 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.

B. 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.

C. 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 (1) year in jail, a fine of up to \$5,000 or both.

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

A. 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.

B. 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.

37. 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 37 - 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.

38. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

B. 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 Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. 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.

39. GOVERNING LAW, JURISDICTION, AND VENUE: This Master 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

40. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 6.C of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 39 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 40 of Additional Provisions (Survival)

41. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[CONTRACTOR NAME]

FOR

PHYSICIAN REGISTRY SERVICES

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STANDARD EXHIBITS

- A DESCRIPTION OF SERVICES**
- B SCHEDULE OF RATES**
- C CONTRACTOR'S EEO CERTIFICATION**
- D COUNTY'S ADMINISTRATION AND SERVICE LOCATIONS**
- E CONTRACTOR'S ADMINISTRATION**
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**
- G JURY SERVICE ORDINANCE**
- H SAFELY SURRENDERED BABY LAW**

**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTOR NAME]
FOR
PHYSICIAN REGISTRY SERVICES**

This Agreement and Exhibits made and entered into this ___ day of _____, 2017 by and between the County of Los Angeles, hereinafter referred to as County and [CONTRACTOR NAME], hereinafter referred to as Contractor. Contractor is located at [CONTRACTOR ADDRESS].

RECITALS

WHEREAS, pursuant to California Health and Safety Code sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers (all hereafter "Medical Facility" or "Medical Facilities"); and

WHEREAS, a large number of specialty medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient physician staff to provide all of the necessary specialty services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are of a professional nature and that such services are needed on a part-time or intermittent basis; and

WHEREAS, in accordance with the provisions of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, or vacation coverage; and

WHEREAS, Contractor is an agent and billing service for physician specialists (hereafter "Physician Affiliates") and able to arrange for physician coverage at Medical Facilities by its Physician Affiliates, all of whom are duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's Physician Affiliates are skilled in the various medical specialties and have applied for (or will apply for) and have been granted (or will be granted prior to the provision of services hereunder) consultant medical staff membership in Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H 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 service, 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 - Description of Services
- 1.2 EXHIBIT B - Schedule of Rates
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration and Service Locations
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Agreement Execution
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law

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

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

- 2.1 **Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the "Description of Services" in Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.4 **DHS:** Department of Health Services.
- 2.5 **Director:** Director of Health Services or his/her authorized designee.
- 2.6 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.7 **Medical Facility:** Medical Centers, Comprehensive Health Centers, or Health Centers, and other County Departments.
- 2.8 **Medical Facility Administrator:** May also be known as the Chief Executive Officer (CEO), the person designated by County with authority for County on contractual or administrative matters relating to this Agreement.
- 2.9 **Medical Facility Medical Director:** May also be known as the Chief Medical Officer (CMO), the person designated by Medical Facility's Administrator to manage the services under this Agreement.

2.10 Locum Tenens Services: Provision of physicians to work on a temporary basis to fill in for a vacancy, vacation, or extended leave.

3.0 WORK

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

3.2 If the Contractor provides any services, 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 commence upon execution by parties with such date reflected on the top of Page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The Director shall have the sole option to extend this Agreement term for up to one (1) additional one-year period. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

4.3 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 D – "County's Administration and Service Locations."

5.0 BILLING AND PAYMENT

5.1 All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit B – "Schedule of Rates," attached hereto and incorporated herein by reference.

Each Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's referred Physician Affiliate(s) (collectively hereafter "Contractor"). Such records may include, but are not limited to, Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

- 5.2** The Contractor shall not be entitled to payment or reimbursement for any 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 Intentionally Omitted

5.4 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.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County for providing the services specified in Exhibit A – "Description of Services" 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's payments shall be as provided in Exhibit B – "Schedule of Rates," and the Contractor shall be paid only for the services 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.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – "Schedule of Rates."

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A – "Description of Services" and clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of service provided, dates and hours worked, authorized rate, and any other charges or credits, as set forth in this Agreement.

5.5.4 The Contractor shall submit invoices, weekly in arrears, to the appropriate Medical Facility to the attention of the Expenditure Management Division promptly at the end of each week. Upon receipt of a complete and correct invoice, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant invoices, as determined by the Medical Facility, shall be returned to Contractor for correction before payment is made.

5.5.5 **County Approval of Invoices**

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

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

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 D – "County's Administration and Service Locations." The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Medical Facility Administrator

Responsibilities of the Medical Facility Administrator 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 Medical Facility Medical Director

The responsibilities of the Medical Facility Medical Director are inclusive but not limited to:

- overseeing the provision of any and all services provided by or on behalf of the Contractor.

The Medical Facility Medical Director 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.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

7.1 Contractor's Administrator

7.1.1 The Contractor's Administrator is designated in Exhibit E – "Contractor's Administration." The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Administrator shall be responsible for the Contractor's day-to-day activities as related to this

Agreement and shall coordinate with Medical Facility's Administrator and Medical Director on a regular basis.

7.2 Contractor's Authorized Official(s)

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

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

7.4.2 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

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

7.5 Background and Security Investigations

- 7.5.1 All Contractor staff 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. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

- 7.6.1 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.

- 7.6.2 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 Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and Physician Affiliates providing services hereunder of the confidentiality and indemnification provisions of this Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit F-"Contractor Acknowledgement and Confidentiality Agreement."

7.7 Medical Screening

- 7.7.1 Contractor shall ensure that each of its Physician Affiliates who perform patient care services under this Agreement shall undergo and pass, to the satisfaction of County, a medical examination as a condition of beginning and continuing to work under this Agreement. In addition, Contractor's Physician Affiliates shall be examined by a physician licensed to practice within the United States on an annual or bi-annual basis, as required by The Joint Commission and section 70723, Title 22, California Code of Regulations. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by a supervising physician licensed to practice within the United States. Contractor shall provide Medical Facility Administrator, upon request, with evidence that each person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest x-ray and/or annual Tuberculosis skin test, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon County's request.
- 7.7.2 Contractor personnel shall undergo and pass a medical re-evaluation upon return to work from extended sick leave of thirty (30) or more consecutive working days.
- 7.7.3 The cost associated with obtaining the pre-employment, return to work and annual medical examination shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the medical exam. County or a Contractor of County will perform the medical examination at one of its facilities and County will bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.7.4 Written certification that such Physician Affiliate is free of infectious disease(s), has been tested and/or vaccinated as required above, and is physically able to perform the duties described herein shall be retained by Contractor for

purposes of inspection and audit and made available at all reasonable times to Administrator upon request.

7.8 Staff Performance under the Influence

Contractor shall not knowingly permit any person to 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.

7.9 Intentionally Omitted

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, 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 Board of Supervisors.

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

8.1.3 The Director, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County, and then executed by the Contractor and by the Director or his/her designee.

- 8.1.4 The Director or his/her designee 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

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 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 neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or

excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 Intentionally Omitted

8.7 Compliance with Applicable Laws, Rules and Regulations

8.7.1 All services provided under this Agreement shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession. 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, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the professional staff associations of Medical Facilities where Contractor's referred Physician Affiliates have professional staff association membership. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 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 Paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7.3 Facilities Rules and Regulations

During the time that Contractor's officers, agents, employees, Physician Affiliates, or independent contractors are at a Medical Facility, Contractor and such persons shall be subject to the rules and regulations of that Medical 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 all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees, including Physician Affiliates, from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or Physician Affiliate has violated such rules or regulations, or (2) such employee or Physician Affiliate's actions while on County premises, indicate that such employee or Physician Affiliate may adversely affect the delivery of health care services to, or harm, County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.8 Compliance with Civil Rights Laws - Anti-Discrimination and Affirmative Actions Laws

- 8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); 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.
- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental

disability, medical condition, marital status, or political affiliation.

- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, 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.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 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.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit C – "Contractor's EEO Certification."

8.9 Compliance with the County's Jury Service Program

8.9.1 Jury Service Program

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

8.9.2 **Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

3. If the Contractor is not required to comply with the Jury Service Program when the agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

8.10 Conflict of Interest

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

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this 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.

8.11 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.12 Consideration of Hiring Gain/Grow Program Participants

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

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

8.13 Contractor Responsibility and Debarment

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Contractor may have with the County.

8.13.3 Non-responsible Contractor

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

8.13.4 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 (1) 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.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.15.1 Contractor hereby warrants that neither it nor any of its staff members 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 or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one (1) or more staff members barring it or the staff members 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.

8.15.2 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.

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

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

8.16.1 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.

8.16.2 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).

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

8.17.1 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.

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

8.18 County's Quality Assurance Plan

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

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

8.19 Damage to County Facilities, Buildings or Grounds

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

8.19.2 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.

8.19.3 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.

8.20 Employment Eligibility Verification

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

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

8.21 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 originals 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.

8.22 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.

8.23 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.

8.24 Contractor Performance during Civil Unrest or Disaster

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

8.25 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.

8.26 Health Insurance Portability and Accountability Act (HIPAA)

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality,

privacy, and security of patients' medical information , and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 8.26.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security.
- 8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 Independent Contractor Status

- 8.27.1 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, or as between County and Contractor-provided Physician Affiliates. 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.

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

8.27.3 The Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor (or Contractor's Physician Affiliates, as appropriate), shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

8.28 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.

8.29 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types

and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or

any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, CPM
Director, Contracts & Grants Division

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

8.29.2 Additional Insured Status and Scope of Coverage

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

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days' advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days' prior notice may be given to County in event of cancellation for non-payment of premium.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.29.5 Insurer Financial Ratings

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

8.29.6 Contractor's Insurance Shall Be Primary

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

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the required insurance for any loss arising from or relating to this Agreement. Contractor

shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

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

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.29.10 Claims Made Coverage

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

8.29.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 **Separation of Insureds**

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

8.29.13 **Alternative Risk Financing Programs**

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

8.29.14 **County Review and Approval of Insurance Requirements**

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

8.30 **Insurance Coverage**

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

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

8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and

property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.30.4 **Unique Insurance Coverage**

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

8.31 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 law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents, including Contractor's Physician Affiliates, who perform services hereunder at County Medical

Facilities obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their profession and performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 Intentionally Omitted

8.33 Intentionally Omitted

8.34 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.

8.35 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.

8.36 Notice of Disputes

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

8.37 Notice to Employees Regarding the Federal Earned Income Credit

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

8.38 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.39 Notices

8.39.1 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 D – "County's Administration and Service Locations" and E – "Contractor's Administration." Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **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 E – "Contractor's Administration." This includes all notices or demands required or permitted by the County under this Agreement.

8.40 Prohibition Against Inducement or Persuasion

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

8.41 Public Records Act

8.41.1 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 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the 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.

8.41.2 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.

8.42 PUBLICITY

8.42.1 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 Facility's Administrator. The County shall not unreasonably withhold written consent.

8.42.2 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 sub-paragraph 8.42 shall apply.

8.43 Record Retention and Inspection/Audit Settlement

8.43.1 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 maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 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.

- 8.43.3 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).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 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.

8.44 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.

8.45 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.

8.46 Subcontracting

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

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

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

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

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

- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Facility's Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6th Floor East
Los Angeles, CA 90012
Attention: Division Director

before any subcontractor employee may perform any work hereunder.

8.47 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 8.16 - 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 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 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 8.17 - 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 ten (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.

8.49 Termination for Convenience

8.49.1 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 services hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of service 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.

8.49.2 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.

8.49.3 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 8.43, Record Retention and Inspection/Audit Settlement.

8.50 Termination for Default

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

- 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.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, 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.

8.50.3 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 8.50.2 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.

8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 Termination for Improper Consideration

8.51.1 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.

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

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

8.52 Termination for Insolvency

8.52.1 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.

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 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.

8.54 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.

8.55 Unlawful Solicitation

Contractor shall inform all of its officers and employees performing services hereunder 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 its officers and employees. 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.

8.56 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.

8.57 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 sub-paragraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.58 Warranty Against Contingent Fees

8.58.1 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.

8.58.2 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.

8.59 Time off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.60 Survival

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.60 (Survival)

8.61 Compliance with County's Zero Tolerance Policy on Human Trafficking

8.61.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

8.61.2 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 Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 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 Master 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 (1) year in jail, a fine of up to \$5,000 or both.

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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 on its behalf by the duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Emily Issa
Deputy County Counsel

**EXHIBIT A
PHYSICIAN REGISTRY SERVICES
DESCRIPTION OF SERVICES**

1.0 SERVICES TO BE PROVIDED

- 1.1 Upon Medical Facility's Medical Director's or designee's request, Contractor shall arrange for the provision of physician specialty medical services identified in Exhibit B, at Medical Facility by its Physician Affiliates, each of whom is duly licensed to practice medicine in the State of California, and Board certified or Board eligible in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services.
- 1.2 Any Contractor-referred Physician Affiliate who is a consultant member of a professional staff association of any County hospital and who has clinical privileges at that Medical Facility shall be deemed qualified to provide specialty medical services at any County comprehensive health center ("CHC") or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's Physician Affiliates must qualify to provide services there under that Facility's credentialing process.
- 1.3 Contractor shall assure that the Physician Affiliates who agree to provide services through Contractor hereunder shall, at all times, meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.
- 1.4 Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

- 1.5 Contractor shall not allow any Physician Affiliate to provide any medical services at any Medical Facility hereunder without obtaining the prior written approval of the medical director or designee of that Medical Facility for that assignment. In any event, Contractor shall immediately cause the withdrawal of any Physician Affiliate from the premises of the Medical Facility upon receipt of written notice from the medical director or designee of the Medical Facility that such person's conduct or behavior is violative of the Medical Facility's rules or procedures and adversely affects the delivery of health care services at Medical Facility.

2.0 CONTRACTOR RESPONSIBILITIES

2.1 Recruitment

- 2.1.1 Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facilities may occasionally require, the number of physicians required, and any other conditions.
- 2.1.2 Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by Medical Facility. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.
- 2.1.3 Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by County Medical Facility's staff designated by the Administrator.
- 2.1.4 Under County Code section 5.44.110, County-employed physicians and physicians employed by Medical Schools affiliated with County may not bill or collect professional fees for direct patient care provided in Medical Facilities. Accordingly, Contractor shall assure that any of its Physician Affiliates who are employed by County or by affiliated Medical Schools shall not provide services under this Agreement.

2.2 Term of Physician Affiliate's Assignment

- 2.2.1 Contractor's Physician Affiliate(s) providing services hereunder shall be assigned only on a part-time or intermittent basis, as those terms are defined under this Agreement. No Physician Affiliate is to be assigned to work more than eight (8) hours in any twenty-four (24) hour period. Contractor's Physician Affiliates shall not be used for, or placed upon, "on-call" status.
- 2.2.2 The only exception to the restrictions specified above in sub-section 2.2.1 is for **physician anesthesiologists**, who may be assigned to work for more than eight (8) hours in any twenty-four (24) hour period, and may be used for, or placed upon, "on-call" status, as specified in Exhibit B – "Schedule of Rates."
- 2.2.3 Any Physician Affiliate assigned pursuant to this Agreement shall be utilized only to fulfill on-site services needed that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies and vacation coverage. At all times, the actual time(s) and date(s) of an assignment of a Contractor Physician Affiliate to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing, including stating the reason for the Physician Affiliate's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortages, peak workload, unexpected emergency or vacation coverage).

2.3 Infection Control

- 2.3.1 If any of Contractor's Physician Affiliates is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where the Physician Affiliate is on staff within twenty-four (24) hours of becoming aware of the diagnosis.
- 2.3.2 If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with an Contractor Physician Affiliate during the usual incubation period for such infectious disease, the Medical Facility treating the patient shall report such occurrence to Contractor if the law so permits.

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

2.4 Department of Health Services ("DHS") Risk Management Information Handbook

Contractor's Physician Affiliates referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3.0 PHYSICIAN AFFILIATE PROFESSIONAL QUALIFICATIONS

3.1 Licenses

3.1.1 All Physician Affiliates providing services at County Facilities must be appropriately licensed by the State of California. Contractor shall verify that each Physician Affiliate providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

3.1.2 All Physician Affiliates providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such Physician Affiliate is first assigned to such Medical Facility.

3.1.3 All Physician Affiliates providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each Physician Affiliate's license, medical clearance(s), credentials, and certifications, as appropriate, when such Physician Affiliate is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any Physician Affiliate who does not meet Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

3.1.4 In the event Medical Facility inadvertently utilizes the services of a Physician Affiliate who lacks the appropriate licenses, credentials, and certifications, as appropriate, Medical Facility shall not pay for any time worked by that Physician Affiliate.

3.1.5 Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement, upon which County may immediately terminate the Agreement.

3.2 Bloodborne Pathogens Training

All Physician Affiliates providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.

3.3 Cardio-Pulmonary Resuscitation Certification

All Physician Affiliates providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

3.4 The Joint Commission Standards

All Physician Affiliates providing services hereunder shall be in conformance with the continuing education requirements established by the Joint Commission.

4.0 PERSONNEL

4.1 Medical Facility's Administrator may cancel assignment of Physician Affiliate with or without cause at any time during his/her assignment, in his/her sole discretion, during the period of such Physician Affiliate's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility to discontinue provision of services from said Physician Affiliate.

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

assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.

- 4.2** Physician Affiliate shall be subject to and shall comply with applicable County policies, to the same extent as County Personnel. In addition, whenever Physician Affiliates are present at any County Facility, such persons shall be subject to the administrative and clinical rules and regulations of such Medical Facility, as referenced in Agreement, Paragraph 8.7.1, Compliance with Applicable Laws, Rules and Regulations. Contractor shall immediately remove any of its personnel from the provision of providing services hereunder upon receipt of written notice from Facility Administrator that (i) such person has violated rules or regulations, as reasonably determined by the County Medical Facility, with review by the Contractor Representative and the DHS Facility Administrator, or his designee, to confirm removal or allow for return, or (ii) such person's actions, while on County premises, may harm County patients. County shall provide Contractor with a written statement of the facts supporting any such violation or actions within 24 hours of such removal.
- 4.3** Any Medical Facility may refuse assignment of a Physician Affiliate who has previously been requested to be removed from the provision of services by any other County Medical Facility.
- 4.4** Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's Physician Affiliates who experience an industrial accident (e.g., needle stick) while working at a County Medical Facility. In the event one of Contractor's Physician Affiliates receives a needle stick, such Physician Affiliate may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for Physician Affiliates exposed to HIV positive patients must be in accordance with Federal Center for Disease Control and State guidelines and is the responsibility of Contractor and the individual Physician Affiliate.

5.0 STANDARDS OF CARE

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

agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.

6.0 PARKING SPACE

When providing services at a Medical Facility hereunder, Contractor's Physician Affiliate shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

EXHIBIT B

PHYSICIAN REGISTRY SERVICES SCHEDULE OF RATES

1.0 RATES FOR PHYSICIAN SPECIALIST SERVICES

1.1 Physician Affiliates specializing in the following disciplines:
Emergency Medicine and Ophthalmology:

- Up to the maximum rate of **\$2,080** per 8-hour shift, or
- Up to the maximum rate of **\$260** per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.2 Physician Affiliates specializing in the following disciplines:

Cardiology, Cardiothoracic Surgery, Gynecologic Oncology, Neurological Surgery, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pediatric Surgery, Plastic Surgery, Radiology, General Surgery, Urology, and Vascular Surgery:

- Up to the maximum rate of **\$1,800** per 8-hour shift, or
- Up to the maximum rate of **\$225** per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.3 Physician Affiliates specializing in the following disciplines:

Critical Care (Internal Medicine), Dermatology, Gastroenterology, Hematology-Oncology, Neonatal-Perinatal Medicine, and Obstetrics and Gynecology:

- Up to the maximum rate of **\$1,400** per 8-hour shift, or
- Up to the maximum rate of **\$175** per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.4 Physician Affiliates specializing in the following discipline:

Psychiatry:

- Up to the maximum rate of **\$1,400** per 8-hour shift, or
- Up to the maximum rate of **\$175** per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **\$2,000** per 8-hour shift, or **\$250** per hour (which rate is to be paid only in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.5 Physician Affiliates specializing in the following disciplines:

Allergy and Immunology, Family Medicine, Internal Medicine (e.g., Endocrinology, Rheumatology), Neurology, Nuclear Medicine, Occupational Medicine, Pathology, Pediatrics, and Physical Medicine and Rehabilitation:

- Up to the maximum rate of **\$1,000** per 8-hour shift, or
- Up to the maximum rate of **\$125** per hour (which rate is to be paid in the event that the Physician Affiliate is needed for fewer than 8 hours in any one day).
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

1.6 No Physician Affiliate is to work more than 8 hours in any 24-hour period. If services are paid on an hourly basis, payment for any period less than an hour shall be prorated. Mealtime and break periods are not

compensable for purposes of determining time reimbursable under this rate schedule.

2.0 RATES FOR PHYSICIAN ANESTHESIOLOGIST SERVICES

2.1 Scheduled General Anesthesia Services:

- Up to the maximum rate of **\$1,800** per 8-hour shift, or
- Up to the maximum rate of **\$225** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$112.50** per hour (rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

2.2 Supervision of Certified Registered Nurse Anesthetists (CRNA) Services:

- Up to the maximum rate of **\$1,600** per 8-hour shift, or
- Up to the maximum rate of **\$200** per hour (rounded up or down to the nearest hour)
- "Hourly On-Call": Up to the maximum rate of **\$100** per hour rounded up or down to the nearest hour)
- Correctional Facilities Differential Rate: **Up to thirty-six (36) percent** of the negotiated rate per 8-hour shift or per hour.
- High Desert Regional Health Center Differential Rate: **Up to twenty (20) percent** of the negotiated hourly rate, to physicians commuting 50 miles or more to the facility.

2.3 "Hourly On-Call" Anesthesia Service Coverage

2.3.1 "Hourly On-Call" anesthesia service coverage means off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Facility's medical director or designee. If called in, the rates change to the shift/hourly rates for Scheduled General Anesthesiology Services or Supervision of CRNA Services, identified in Section 2.2 of this Exhibit B, as appropriate, and computed accordingly (i.e., the total charges would be a combination of hourly on-call and in-house shift/hourly rates).

2.3.2 Medical Facility's medical director or designee shall give written notice to Contractor of an "Hourly On-Call" schedule hereunder at least 24 hours prior to the commencement of such schedule.

- 2.3.3 Contractor shall respond to such page or telephone call within five (5) minutes and ensure that requested physician anesthesiologist personnel arrive at the requesting Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Facility's medical director or designee. Contractor shall not be compensated if Contractor fails to respond or its physician affiliates do not arrive within the time limits.
- 2.3.4 There shall be no overtime or additional compensation for weekends or holidays for Contractor's physician anesthesiologist personnel for any of the above service categories in this Exhibit B.
- 2.3.5 Contractor additionally agrees that an anesthesiologist hereunder may not concurrently provide scheduled general anesthesia services and supervision of CRNA services.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**COUNTY'S ADMINISTRATION
AND
SERVICE LOCATIONS**

CONTRACT NO.: _____

COUNTY MEDICAL FACILITY ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY MEDICAL FACILITY MEDICAL DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY SERVICE LOCATIONS:

Los Angeles County+USC
Medical Center
1200 N. State Street
Los Angeles, California 90033

Hubert H. Humphrey
Comprehensive Health Center
5850 S. Main Street
Los Angeles, California 90003

Harbor-UCLA Medical Center
1000 West Carson Street
Torrance, California 90509

Martin Luther King, Jr. – Multiservice
Ambulatory Care Center
12021 Wilmington Avenue
Los Angeles, California 90059

Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91342

Rancho Los Amigos
National Rehabilitation Center
7601 E. Imperial Highway
Downey, California 90242

High Desert Health System
44900 North 60th Street West
Lancaster, California 93536

Department of Public Health
Central Health Center
241 N. Figueroa Street
Los Angeles, California 90012

Edward R. Roybal Comprehensive
Health Center
245 S. Fetterly Avenue
Los Angeles, California 90022

El Monte Comprehensive Health Center
10953 Ramona Boulevard
El Monte, California 91731

Juvenile Court Health Services
1925 Daly St. 1st. Floor
Los Angeles, CA 90031

Long Beach Comprehensive
Health Center
1333 Chestnut Avenue
Long Beach, California 90813

Mid-Valley Comprehensive
Health Center
7515 Van Nuys Boulevard
Van Nuys, California 91405

Sheriff's Department Custody Facilities:

Twin Towers Correctional Facility &
Inmate Reception Center
450 Bauchet Street
Los Angeles, California 90012

Men's Central Jail
451 Bauchet Street
Los Angeles, California 90012

Pitchess Detention Center North
29320 The Old Road
Castaic, California 91384

Pitchess Detention Center South
29330 The Old Road
Castaic, California 91384

North County Correctional Facility
29340 The Old Road
Castaic, California 91384

Century Regional Detention Facility
11702 South Alameda Street
Lynwood, California 90262

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: _____

Telephone: _____

Facsimile: _____

E-Mail 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: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

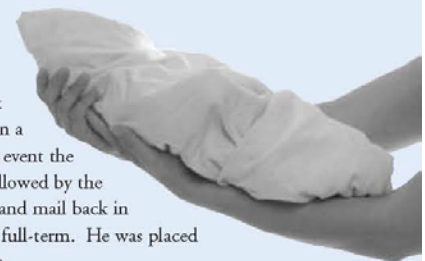
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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





AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

«PROVIDER_NAME»

FOR

PART TIME/INTERMITTENT

SPECIALTY MEDICAL SERVICES

(Medical Personnel Services – On-site Off-site)

**CONTRACT PROVISIONS
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EXHIBITS

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Agreement No.: «Contract_Number»
(Medical Personnel)
(All Facilities)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

«PROVIDER_NAME»
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including «DHS_Facility» (hereafter "Medical Facility"); and

WHEREAS, a large number of professional medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient medical personnel to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature such that they do not give rise to the need for a full-time medical personnel; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty medical position at Medical Facility (applicable only to new agreements with medical personnel contractors which start on or after July 1, 2017); and

WHEREAS, Contractor is duly licensed, certified, or registered, as appropriate, under the laws of the State of California to provide the services described herein and has qualified under the Medical Facility's rules to render professional services there; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license or certification to provide the services hereunder is suspended or revoked by the State of California.

D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.

E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right to challenge or appeal such suspension or termination.

I. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" – Billing, Payment, Maximum Obligation, and Rates.

3. PRIOR AGREEMENT SUPERSEDED: Effective date of execution by Director, this Agreement shall replace and supersede Specialty Medical Services Agreement No. «supersedes» and any and all Amendments thereto.

4. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

5. DESCRIPTION OF SERVICES: Contractor shall provide services as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

6. BILLING AND PAYMENT:

A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B."

B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

**C. 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 Contract. Should the Contractor receive any such payment it shall immediately notify County and shall

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

7. INDEPENDENT CONTRACTOR STATUS:

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

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

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

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

indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

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

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

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 8.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

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

9. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

10. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012

Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants Division

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

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

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

C. Professional Liability Insurance: If Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a

program of professional liability insurance to cover services provided under this Agreement.

D. Workers Compensation and Employer's Liability Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A," Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

13. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

14. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

15. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) «Facility_Name»
«F_Address_1»
«F_Address_2»
«Attn»

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants Division

B. Notices to Contractor shall be addressed as follows:

«Provider_Name»
«Address_1»
«Address_2»
«Address_3»
«City», «State» «Zip»

18. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

19. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

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 on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor is a(n) «NonPhysician_Item», duly licensed, certified, or registered, as appropriate, in the State of California to provide the services described herein, and, if applicable, has applied for and been granted medical staff privileges at Medical Facility. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under either the administrative and professional direction of Medical Director or under the direct supervision of a licensed physician at Medical Facility designated by the Medical Director (hereafter jointly referred to as "Medical Director"). Medical Facility shall retain professional and administrative responsibility for the services provided under this Agreement. Such services may include, but are not limited to, one or more of the following:

Use On-Site or Off-Site Language:

On-Site:

A. «MEDICAL_SPECIALTY» and related services at times and on dates scheduled in writing by Medical Director.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time medical personnel. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

Off-Site:

A. «MEDICAL_SPECIALTY» and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site and off-site services hours and further shall be responsible for distinguishing between the two types of services hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time medical personnel. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.

C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.

D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.

E. Upon prior, written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:

(1) Participating on Quality Assurance and Utilization Review Committees;

(2) Participating on Medical Facility's medical staff committees;

(3) Participating in Medical Facility's licensure and the Joint Commission reviews;

(4) Participating in Medical Facility's planning and equipment planning activities;

(5) Developing internal policies and procedures.

F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit medical personnel employed by or under contract with the County.

G. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.

On-Site:

H. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1.

Off-Site:

H. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site and off-site service hours.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All medical personnel providing services at Medical Facility must be appropriately licensed, credentialed, or certified, as appropriate to his or her scope of practice by the State of California.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. Credentialing Requirements: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

C. Medical Health Screening: Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

D. Bloodborne Pathogens: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

E. The Joint Commission: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education requirements established by the Joint Commission and Contractor's State licensing or credentialing body.

3. STANDARDS OF CARE:

A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.

4. **PARKING SPACE**: When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

EXHIBIT B
BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

1. BILLING AND PAYMENT:

A. Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., therapeutic care, administrative, etc.), date and hours worked, and the applicable compensation rate.

B. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

C. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.

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

2. **MAXIMUM OBLIGATION OF COUNTY:** During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed \$«Max_Oblig» as follows:

A. During the period July 1, 2017 **or period date of execution** through June 30, 2018, the maximum obligation of County shall not exceed «FY_1718».

H. During the period July 1, 2018 **or period date of execution** through June 30, 2019, the maximum obligation of County shall not exceed «FY_1819».

3. HOURLY RATE(S):

A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility as follows: \$«Rates_per_Hour» per hour **(and/or per procedure – HD MACC only)**.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

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 at the Contractor's expense 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 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 any time 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.

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 needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, 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.

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ADDITIONAL PROVISIONS

1. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. Patient Records: Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

C. 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 1395(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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost

of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve 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.

D. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medi-Cal programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested.

Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

G. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information 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.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

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

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

5. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement. Contractor shall ensure that all its officers, employees, and agents who perform services hereunder, obtain and maintain in

effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

6. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and 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 those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

12. ASSIGNMENT AND DELEGATION:

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

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

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

13. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall

obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law.

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

17. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

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

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to

the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, 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 653 (a)] and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, 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 ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members 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 thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

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

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS:

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

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT:

Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

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.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT:

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off

County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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.

B. 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.

C. 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.

D. 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.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's

subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

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

34. **USE OF RECYCLED-CONTENT PAPER:** Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. **REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:**

A. 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.

B. 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.

C. 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.

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

A. 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.

B. 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.

37. 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 37 - 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.

38. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

B. 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 Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. 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.

39. GOVERNING LAW, JURISDICTION AND VENUE: This Master 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

40. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 6.C of Agreement (No Payment for Services Provided

Following Expiration/Termination of Agreement)

Paragraph 11 of Agreement (General Insurance Requirements)

Paragraph 1 of Agreement (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 39 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 40 of Additional Provisions (Survival)"

41. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.



AGREEMENT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A
CALIFORNIA CONSTITUTIONAL CORPORATION UNDER
ARTICLE IX OF THE CONSTITUTION OF THE STATE OF
CALIFORNIA, ACTING ON BEHALF OF ITS DAVID GEFLEN
SCHOOL OF MEDICINE AT UCLA, [INSERT DEPARTMENT
NAME], [INSERT DIVISION NAME]**

FOR

**PART TIME/INTERMITTENT
SPECIALTY MEDICAL SERVICES AGREEMENT
(HOSPITALIST SERVICES)**

**CONTRACT PROVISIONS
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EXHIBITS

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Agreement No.: _____
(Hospitalist Services)
(Insert Physician Name)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, A CALIFORNIA
CONSTITUTIONAL CORPORATION
UNDER ARTICLE IX OF THE
CONSTITUTION OF THE STATE OF
CALIFORNIA, ACTING ON BEHALF OF
ITS DAVID GEFKEN SCHOOL OF
MEDICINE AT UCLA, [INSERT
DEPARTMENT NAME], [INSERT
DIVISION NAME]
(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including [INSERT MEDICAL FACILITY NAME] (hereafter "Medical Facility"); and

WHEREAS, a large number of specialty physician services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facility; and

WHEREAS, County has determined that it has insufficient specialty physician staff to provide all of the necessary specialty services required for its patients at Medical Facility; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are part-time and intermittent in nature; and

WHEREAS, Contractor is a provider of temporary physicians (hereafter "hospitalists") and is able either to provide directly, or to arrange for the provision of, physician coverage at Medical Facility by hospitalists, all of whom are duly licensed and

certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's hospitalists are skilled in various medical specialties and have applied for (or will apply for) and been granted (or will be granted prior to the provision of service hereunder) consultant medical staff membership in Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its hospitalists, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

C. County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its hospitalists, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's hospitalists, may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

D. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

E. Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination."

F. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

2. ADMINISTRATION: The Director shall administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligation to perform its professional services according to customary quality of care standards in the community and under this Agreement. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator," as used in this Agreement, means Director's Medical Facility Administrator or his/her duly authorized designee.

Contractor extends to Director, Administrator, and to authorized representatives of the State and The Joint Commission the right at all reasonable times to review and monitor Contractor's personnel and services, including on-site visits to Contractor's office(s) to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

3. DESCRIPTION OF SERVICES: Contractor shall, upon the written request of Director or Administrator, arrange for the provision of the specialty medical services described in Exhibit "A," attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT:

A. All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B," attached hereto and incorporated herein by reference.

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

C. Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's hospitalists. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

E. No Payment for Services Provided Following Expiration/Termination of Contract

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

5. **NON-EXCLUSIVITY**: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, agreements with other providers of said services for the provision to County thereof. County agrees, however, to use its best efforts to utilize Contractor for some services during the Agreement term. Contractor agrees to provide County with the services in Exhibit "A," as County may require of Contractor from time to time, during the term of this Agreement.

6. **INDEPENDENT CONTRACTOR STATUS**:

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

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and hospitalists all legally required employee

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

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's hospitalists, as appropriate, shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said hospitalists pursuant to this Agreement.

D. Contractor shall inform all of its hospitalists who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

7. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

8. INDEMNIFICATION AND INSURANCE BY COUNTY: County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents.

County at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance, to cover the following:

A. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, the County shall obtain extended reporting (tail) coverage for the remainder of the (5)-year period.

B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

C. Workers' Compensation Insurance in a form and amount covering County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement shall not in any way limit the liability of the County.

The coverage referred to in Section 2 above shall be endorsed to include Contractor as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents and/or employees. County, upon execution of this Agreement, shall furnish Contractor with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Contractor of any modification, change or cancellation of any of the above insurance coverages.

9. INDEMNIFICATION AND INSURANCE BY CONTRACTOR: Contractor shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fee), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, employees, or agents.

Contractor at its sole cost and expense, shall insure its activities in connection with this Agreement by obtaining, keeping in force and maintaining, for the term of this Agreement a program of insurance that is comprised of but not limited to self-insurance to cover the following:

A. Professional Medical Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.

B. Comprehensive General Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.

C. Workers' Compensation Liability Insurance with limits in amounts required by the State of California.

D. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the Parties against other insurance risks relating to performance.

It should be expressly understood, however that the coverages required under this Agreement shall not in any way limit the liability of the Contractor.

The coverage referred to in Section 2 above shall be endorsed to include County as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents, and/or employees. Contractor, upon execution of this Agreement, shall furnish County with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to County of any modification, change or cancellation of any of the above insurance coverages.

10. INTENTIONALLY OMITTED:

11. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

12. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

13. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

14. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions contained therein are part of this Agreement.

16. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days' prior written notice to the other.

A. Notices to County shall be addressed as follows:

(1) [Insert Medical Facility's Address & Contact]

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants Division

B. Notices to Contractor shall be addressed as follows:

(1) Office of Legal Affairs
UCLA Health System
10920 Wilshire Boulevard, Suite 420
Mail Code 163246
Los Angeles, California 90024

(2) UCLA Managed Care Contracting
10920 Wilshire Boulevard, Suite 1850
Campus Mail Code: 692346
Los Angeles, California 90024-6502

Attention: Chief Contracting Officer

(3) [Insert The Regents of the University of California's Department
& Division Contact and Address]

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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 on its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: _____
Signature

Printed Name

Title: _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
MARY C. WICKHAM
County Counsel

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor shall arrange for the provision of specialty medical services at Medical Facility by its hospitalists, each of whom is duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 3. B. hereinbelow in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services. (Any Contractor-referred hospitalist who is a consultant member of a professional staff association of any County hospital and who has clinical privileges there shall be deemed qualified to provide specialty medical services at any County comprehensive health center ["CHC"] or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's hospitalists must qualify to provide services there under that Facility's credentialing process.)

"Hourly on-call" service coverage consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor's hospitalists of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor's hospitalists shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor's hospitalist fails to respond or does not arrive within the time limits.

In no event shall Contractor's hospitalists be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site service hours work as well as all on-call service hours provided by Contractor's hospitalists combined.

Contractor shall assure that its hospitalists who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.

Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians

meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

Medical Facility's Medical Director shall be responsible for including in Contractor's hospitalists written schedule all on-site and on-call service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's hospitalists written schedule.

2. CONTRACTOR RESPONSIBILITIES:

A. Recruitment:

(1) Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facility may occasionally require, the number of physicians required, and any other conditions.

(2) Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by Medical Facility. Only hospitalists that satisfy Medical Facility's credentialing requirements shall be allowed to perform services at the Medical Facility under this Agreement. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to that physician providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.

(3) Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement upon reasonable request. When feasible, Contractor shall make such physician(s) available for personal interview(s) by Medical Facility's staff designated by the Administrator.

B. Term of Hospitalist's Assignment: Contractor's hospitalist(s) providing services hereunder may not be assigned for a term which extends beyond the expiration date of this Agreement. At all times, the actual time(s) and date(s) of an assignment of a Contractor hospitalist to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing.

C. Infection Control: If any of Contractor's hospitalists is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where

the hospitalist is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

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

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

D. Medical Health Screening: Contractor shall provide documentation that hospitalist(s) have undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

E. Department of Health Services ("DHS") Risk Management Information Handbook: Contractor's hospitalists referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3. HOSPITALIST'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All hospitalists providing services at County Facilities must be appropriately licensed by the State of California. Contractor shall verify that each hospitalist providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

All hospitalists providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such hospitalist is first assigned to said County Facility.

All hospitalists providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each hospitalist's license, medical clearance(s), credentials, and certifications, as appropriate, when such hospitalist is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any hospitalist who does not meet

Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event Medical Facility inadvertently utilizes the services of a hospitalist who lacks the appropriate licenses, credentials, and certificates, as appropriate, Medical Facility shall not pay for any time worked by that hospitalist.

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

B. Board Certification: During the term of this Agreement, Contractor's hospitalists shall continuously have and maintain Board certification or Board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past 18 months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship. Notwithstanding the foregoing, in the event that Contractor does not meet these requirements, Medical Facility, upon a determination that Contractor has the skill level and/or experience commensurate with these requirements, may utilize Contractor's services.

C. Bloodborne Pathogens Training: All hospitalists providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.

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

E. The Joint Commission: All hospitalists providing services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission or the State Medical Board or both.

4. PERSONNEL:

A. Hospitalist shall be subject to and shall comply with applicable County policies, to the same extent as County Personnel. In addition, whenever

Hospitalists are present at any County Facility, such persons shall be subject to the administrative and clinical rules and regulations of such Medical Facility, as referenced in, Additional Provisions, Paragraph 6, Rules and Regulations. Contractor shall immediately remove any of its personnel from the provision of providing services hereunder upon receipt of written notice from Facility Administrator that (i) such person has violated rules or regulations, as reasonably determined by the County, with review by the Contractor Representative and the DHS Facility Administrator, or his designee, to confirm removal or allow for return, or (ii) such person's actions, while on County premises, may harm County patients. County shall provide Contractor with a written statement of the facts supporting any such violation or actions within 24 hours of such removal.

B. Any Medical Facility may refuse assignment of a hospitalist who has previously been requested to be removed from the provision of services by any other County Medical Facility.

C. Notwithstanding the provisions of subparagraphs A and B, Medical Facility's Administrator may cancel assignment of Hospitalist with or without cause at any time during his/her assignment, in his/her sole discretion, during the period of such Hospitalist's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility to discontinue provision of services from said hospitalist.

D. Contractor may discipline or terminate any hospitalist, without cause, in its sole discretion, during the period of hospitalist's assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.

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

5. STANDARDS OF CARE:

A. All services provided hereunder by a hospitalist shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules,

and directives of the respective Medical Facilities, and of the PSAs of Medical Facilities where Contractor's referred hospitalists have PSA membership.

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

6. PARKING SPACE: When providing services at a Medical Facility hereunder, Contractor's hospitalist shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

EXHIBIT B

BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES

1. BILLING AND PAYMENT: Contractor shall bill County monthly or semi-monthly in arrears, in accordance with the terms, conditions, and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within thirty (30) days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within thirty (30) days from the last day of the month within which the work is performed, County may, provide Contractor with notice of its intent to reject the invoice and require that a complete invoice be submitted within forty-five (45) days of receipt of the notice. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services (procedures) provided, whether such services were provided on-site or on-call, name of the hospitalist who provided services, date, and hours worked, the authorized rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate Medical Facility to the attention of the Expenditure Management Division within thirty (30) days from the last day of the month within which the work is performed. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by the Medical Facility, will be returned to Contractor for correction before payment is made.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services performed by the hospitalist providing services hereunder shall not exceed [\$].

3. HOURLY RATES: County shall compensate Contractor for the hospitalist providing services hereunder in accordance with the schedule of rate(s) listed below.

A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows:

[Insert Medical Specialty] Services: [\$ rate per hour]

County shall compensate Contractor for each hospitalist for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be [\$] per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one (1) hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.

D. Contractor agrees that should Contractor's hospitalists perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

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 at the Contractor's expense 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 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 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.

Per County policy, Contractor personnel are required to comply with annual health screenings. 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.

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 needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical attention will be provided by the DHS EHS, 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.

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1. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by Contractor's referred physicians. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. 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 1395(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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a 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.

C. Audit Reports: In the event that an audit is conducted of Contractor by a Federal or State auditor, Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

D. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County

representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required under, this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photo-copier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to

exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information 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.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, related to third party claims, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2. County shall have the right to participate in any such defense at its sole cost and expense. 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.

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

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

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

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

5. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physicians and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

6. RULES AND REGULATIONS: During the time the Contractor's personnel are at Medical Facility, such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director that (i) such person has violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

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

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection, civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's physician(s) shall continue to provide services at County Facilities and, if requested to do so by Director, shall also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, physicians, employees and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, physicians, employees and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, Contractor, its officers,

physicians, employees and agents will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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. Contractor warrants that it is not now aware of any facts which create a conflict or interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

12. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be

deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

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

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. County shall have the right to participate in any such defense at its sole cost and expense. 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.

14. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and

obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees, and agents 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 services performed by Contractor's physicians or employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physicians performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

18. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

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

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, 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 ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members 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 thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

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

26. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall promptly notify County in writing, during the term of this agreement, should it or any of its principals providing services under this Agreement 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.

28. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physicians, or independent contractors, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physicians, or independent contractors are at a County Medical Facility.

Any such attempt at hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physicians, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. 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 Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. 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 Agreement 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 an agreement 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.

D. 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.

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

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations

related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has an Agreement with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definitions of "contractor," or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

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

33. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents providing services under this Agreement, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. 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.

36. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. 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.

B. 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.

C. 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.

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

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through an Agreement 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.

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

38. 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 38 - 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 ten (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.

39. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

B. 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.

C. 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.

40. 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.

41. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification and Insurance of County)

Paragraph 9 of Agreement (Indemnification and Insurance of Contractor)

Paragraph 1 of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Laws)

Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 41 of Additional Provisions (Survival)



**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
AND
[DISPATCHED PHYSICIANS CONTRACTOR NAME]
FOR
PART TIME/INTERMITTENT
SPECIALTY MEDICAL SERVICES AGREEMENT
(DISPATCHED PHYSICIAN SERVICES)**

**CONTRACT PROVISIONS
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EXHIBITS

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Agreement No.: _____
(Dispatched Physician Services)
(Insert Physician Name)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2017,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

[INSERT DISPATCHED PHYSICIAN]

(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including [INSERT MEDICAL FACILITY NAME] (hereafter "Medical Facility"); and

WHEREAS, a large number of specialty physician services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facility; and

WHEREAS, County has determined that it has insufficient specialty physician staff to provide all of the necessary specialty services required for its patients at Medical Facility; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are part-time and intermittent in nature; and,

WHEREAS, Contractor is a provider of temporary physicians (hereafter "Dispatched Physicians") and is able either to provide directly, or to arrange for the provision of, physician coverage at Medical Facility by Dispatched Physicians, all of whom are duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's Dispatched Physicians are skilled in various medical specialties and have applied for (or will apply for) and been granted (or will be granted prior to the provision of service hereunder) consultant medical staff membership in

Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2019. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its Dispatched Physicians, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

C. County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its Dispatched Physicians, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's Dispatched Physicians, may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

D. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

E. Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination."

F. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

2. ADMINISTRATION: The Director shall administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the

services rendered under this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligation to perform its professional services according to customary quality of care standards in the community and under this Agreement. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator," as used in this Agreement, means Director's Medical Facility Administrator or his/her duly authorized designee.

Contractor extends to Director, Administrator, and to authorized representatives of the State and The Joint Commission the right at all reasonable times to review and monitor Contractor's services and personnel rendering services hereunder, including on-site visits to Contractor's office(s) to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted upon reasonable advance notice to Contractor and during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

3. DESCRIPTION OF SERVICES: Contractor shall, upon the written request of Director or Administrator, arrange for the provision of the specialty medical services described in Exhibit "A," attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT:

A. All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B," attached hereto and incorporated herein by reference.

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

C. Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's Dispatched Physicians. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

E. **No Payment for Services Provided Following Expiration/Termination of Contract**

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

5. **NON-EXCLUSIVITY:** Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, agreements with other providers of said services for the provision to County thereof. County agrees, however, to use its best efforts to utilize Contractor for some services during the Agreement term. Contractor agrees to provide County with the services in Exhibit "A," as County may require of Contractor from time to time, during the term of this Agreement. County agrees that nothing in this Agreement shall be construed to prohibit or otherwise limit Contractor from providing the same or similar services at other health care facilities.

6. **INDEPENDENT CONTRACTOR STATUS:**

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

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and Dispatched Physicians all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or Federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's Dispatched Physicians, as appropriate, shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said Dispatched Physicians pursuant to this Agreement.

D. Contractor shall inform all of its Dispatched Physicians who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

7. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

8. PROFESSIONAL LIABILITY INDEMNIFICATION: County shall indemnify, defend and hold harmless Contractor and its Dispatched Physicians, officers, employees and agents from and against any and all losses, claims, damages, liabilities and expenses, of every conceivable kind, character, and nature arising out of or connected with, either directly or indirectly, any act or omission or alleged act or omission in the rendering of, or failure to render, health care services or treatment by Contractor and its Dispatched Physicians, officers and employees, at Medical Facility in the performance of Services under this Agreement.

Contractor shall give prompt notice to County of any action or claim to which this indemnification applies and Contractor and its Dispatched Physicians, officers, employees and agents receiving such indemnification from County shall fully cooperate with County in any defense, settlement or other disposition of such claim or action. County shall retain full authority to settle such claims for such amounts and in such circumstances as County determines to be in the best interests of County.

To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants Division

Such certificates or other evidence shall:

(1) Specifically identify this Agreement by its assigned Contract number.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County that would be allowable as damages under California law, Contractor shall pay full compensation for all costs incurred by County.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

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

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

C. Workers' Compensation and Employer's Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

11. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

12. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

13. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

14. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions contained therein are part of this Agreement.

16. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days' prior written notice to the other.

A. Notices to County shall be addressed as follows:

(1) [Insert Medical Facility's Address & Contact Person]

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

(1) USC Care Medical Group, Inc.
1510 San Pablo Street, Ste 2000
Los Angeles, California 90033

(2) USC Office of General Counsel
Health Sciences Campus
1510 San Pablo Street
HCC 600
Los Angeles, California 90033

Attn: Jeannine Taylor

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: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

[DISPATCHED PHYSICIANS NAME]

By: _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
MARY C. WICKHAM
County Counsel

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor shall arrange for the provision of specialty medical services at Medical Facility by its Dispatched Physicians, each of whom is duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 3. B. hereinbelow in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services. (Any Contractor-referred Dispatched Physician who is a consultant member of a professional staff association of any County hospital and who has clinical privileges there shall be deemed qualified to provide specialty medical services at any County comprehensive health center ["CHC"] or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's Dispatched Physicians must qualify to provide services there under that Facility's credentialing process.)

"Hourly on-call" service coverage consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor's Dispatched Physicians of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor's Dispatched Physicians shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor's Dispatched Physician fails to respond or does not arrive within the time limits.

In no event shall Contractor's Dispatched Physicians be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site service hours work as well as all on-call service hours provided by Contractor's Dispatched Physicians combined.

Contractor shall assure that its Dispatched Physicians who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.

Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

Medical Facility's Medical Director shall be responsible for including in Contractor's Dispatched Physicians written schedule all on-site and on-call service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's Dispatched Physicians written schedule.

2. CONTRACTOR RESPONSIBILITIES:

A. Recruitment:

(1) Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facility may occasionally require, the number of physicians required, and any other conditions.

(2) Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the credentialing and professional qualifications requested by Medical Facility. Only Dispatched Physicians that satisfy Medical Facility's credentialing requirements shall be allowed to perform services at the Medical Facility under this Agreement. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to that physician providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.

(3) Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement upon reasonable request. When feasible, Contractor shall make such physician(s) available for personal interview(s) by Medical Facility's staff designated by the Administrator.

B. Term of Dispatched Physician's Assignment: Contractor's Dispatched Physician(s) providing services hereunder may not be assigned for a term which extends beyond the expiration date of this Agreement. At all times, the actual time(s) and date(s) of an assignment of a Contractor Dispatched Physician to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing.

C. Infection Control: If any of Contractor's Dispatched Physicians is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where the Dispatched Physician is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

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

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

D. Medical Health Screening: Contractor shall provide documentation that Dispatched Physician(s) have undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

E. Department of Health Services ("DHS") Risk Management Information Handbook: Contractor's Dispatched Physicians referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3. DISPATCHED PHYSICIAN'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All Dispatched Physicians providing services at County Facilities must be appropriately licensed by the State of California. Contractor shall verify that each Dispatched Physician providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

All Dispatched Physicians providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such Dispatched Physician is first assigned to said County Facility.

All Dispatched Physicians providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each Dispatched Physician's license, medical clearance(s), credentials, and certifications, as appropriate, when such Dispatched Physician is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any Dispatched Physician who does not meet Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event Medical Facility inadvertently utilizes the services of a Dispatched Physician who lacks the appropriate licenses, credentials, and certificates, as appropriate, Medical Facility shall not pay for any time worked by that Dispatched Physician.

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

B. Board Certification: During the term of this Agreement, Contractor's Dispatched Physicians shall continuously have and maintain Board certification or Board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past 18 months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship. Notwithstanding the foregoing, in the event that Contractor does not meet these requirements, Medical Facility, upon a determination that Contractor has the skill level and/or experience commensurate with these requirements, may utilize Contractor's services.

C. Bloodborne Pathogens Training: All Dispatched Physicians providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.

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

E. The Joint Commission: All Dispatched Physicians providing services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission or the State Medical Board or both.

4. PERSONNEL:

A. Hospitalist shall be subject to and shall comply with applicable County policies, to the same extent as County Personnel. In addition, whenever Hospitalists are present at any County Facility, such persons shall be subject to the administrative and clinical rules and regulations of such Medical Facility, as referenced in, Additional Provisions, Paragraph 6, Rules and Regulations. Contractor shall immediately remove any of its personnel from the provision of providing services hereunder upon receipt of written notice from Facility Administrator that (i) such person has violated rules or regulations, as reasonably determined by the County, with review by the Contractor Representative and the DHS Facility Administrator, or his designee, to confirm removal or allow for return, or (ii) such person's actions, while on County premises, may harm County patients. County shall provide Contractor with a written statement of the facts supporting any such violation or actions within 24 hours of such removal.

B. Any Medical Facility may refuse assignment of a hospitalist who has previously been requested to be removed from the provision of services by any other County Medical Facility.

C. Notwithstanding the provisions of subparagraphs A and B, Medical Facility's Administrator may cancel assignment of Hospitalist with or without cause at any time during his/her assignment, in his/her sole discretion, during the period of such Hospitalist's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility to discontinue provision of services from said hospitalist.

D. Contractor may discipline or terminate any hospitalist, without cause, in its sole discretion, during the period of hospitalist's assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.

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

and Prevention and State guidelines and is the responsibility of Contractor and the individual hospitalist.

5. STANDARDS OF CARE:

A. All services provided hereunder by a Dispatched Physician shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the PSAs of Medical Facilities where Contractor's referred Dispatched Physicians have PSA membership.

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

6. PARKING SPACE: When providing services at a Medical Facility hereunder, Contractor's Dispatched Physician shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

EXHIBIT B

BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES

1. **BILLING AND PAYMENT:** Contractor shall bill County monthly or semi-monthly in arrears, in accordance with the terms, conditions, and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within thirty (30) days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within thirty (30) days from the last day of the month within which the work is performed, County may, provide Contractor with notice of its intent to reject the invoice and require that a complete invoice be submitted within forty-five (45) days of receipt of the notice. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services (procedures) provided, whether such services were provided on-site or on-call, name of the Dispatched Physician who provided services, date, and hours worked, the authorized rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate Medical Facility to the attention of the Expenditure Management Division within thirty (30) days from the last day of the month within which the work is performed. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. The payment shall be made payable to [**DISPATCHED PHYSICIANS NAME**] and mailed to the address listed as B.(1) as set forth under Paragraph 16, NOTICES, of the Agreement. Incorrect and/or discrepant billings, as determined by the Medical Facility, will be returned to Contractor for correction before payment is made.

2. **MAXIMUM OBLIGATION OF COUNTY:** During the term of this Agreement, (the date of execution listed on page 1 through June 30, 2019), the maximum obligation of County for all services provided hereunder shall not exceed [\$].

3. **HOURLY RATES:** County shall compensate Contractor for each Dispatched Physician providing services hereunder in accordance with the schedule of rate(s) listed below.

A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows:

[Insert Medical Specialty] Services: [\$] per hour.

During the term of this Agreement, Contractor will not be providing "on-call" professional services.

If services are paid on an hourly basis, and if Contractor performs services for less than one (1) hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.

D. Contractor agrees that should Contractor's Dispatched Physicians perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

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 at the Contractor's expense 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 Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request, to the extent permitted by law. 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 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.

Per County policy, Contractor personnel are required to comply with annual health screenings. 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.

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 needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical attention will be provided by the DHS EHS, 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.

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1. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by Contractor's referred physicians. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor upon reasonable advance notice by County at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. 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 1395(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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a 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.

C. Audit Reports: In the event that an audit is conducted of services covered under this Agreement ("Services"), Contractor by a Federal or State auditor, Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

D. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor's Services. Contractor shall

fully cooperate with County's representatives. To the extent permitted by law, Contractor shall allow County representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required under, this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photo-copier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may, at County's expense, conduct an audit/compliance review of all claims for services, including but not limited to, the type and hours of service performed by Contractor under this Agreement and the amount paid by County for such services during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach." If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information 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.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, related to third party claims, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2. County shall have the right to participate in any such defense at its sole cost and expense. 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.

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

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

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color,

religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

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

5. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physicians and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder.

Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

6. RULES AND REGULATIONS: During the time the Contractor's personnel are at Medical Facility, such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director that (i) such person has violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

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

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection, civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's physician(s) shall continue to provide services at County Facilities and, if requested to do so by Director, shall also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

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

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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. Contractor warrants that it is not now aware of any facts which create a conflict or interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

12. ASSIGNMENT AND DELEGATION:

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

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

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, or agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. County shall have the right to participate in any such defense at its sole cost and expense. 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.

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

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and

hold harmless County, its officers, employees, and agents 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 services performed by Contractor's physicians or employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physicians performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

18. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or

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

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director or his agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all

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

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, 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 ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members involved in performing services under this Agreement in any manner 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 thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

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

26. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall promptly notify County in writing, during the term of this agreement, should it or any of its principals providing services under this Agreement 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.

28. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physicians, or independent contractors involved in performing services under this Agreement, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physicians, or independent contractors are at a County Medical Facility.

Any such attempt at hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physicians, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations owned or otherwise controlled by Contractor where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. 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 Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. 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 Agreement 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 an agreement 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.

D. 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.

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

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

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has an Agreement with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if

Contractor at any time either comes within the Jury Service Program's definitions of "contractor," or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

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

33. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents providing services under this Agreement, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

34. 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. In the event County delivers such notice of a reduction in payment obligation, Contractor shall have the right to terminate this

Agreement upon ten (10) days' notice delivered to the County within thirty (30) days of Contractor's receipt of County's notice.

35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff providing services pursuant to 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.

B. Contractor staff providing services pursuant to 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.

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

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

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through an Agreement 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.

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

37. 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 38 - 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.

38. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

39. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

B. 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.

C. 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.

40. 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.

41. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 4.E of Agreement (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 8 of Agreement (Indemnification)

Paragraph 9 of Agreement (General Insurance Requirements)

Paragraph 10 of Agreement (Insurance Coverage Requirements)

Paragraph 1 of Additional Provisions (Records and Audits)

Paragraph 2 of Additional Provisions (Confidentiality)

Paragraph 13 of Additional Provisions (Compliance with Applicable Law)

Paragraph 40 of Additional Provisions (Governing Law, Jurisdiction, and Venue)

Paragraph 41 of Additional Provisions (Survival)