County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

December 18, 2007

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:

DEPARTMENT OF HEALTH SERVICES: DENTAL SERVICES AGREEMENTS FOR FOUR COMPREHENSIVE HEALTH CENTERS (SUPERVISORIAL DISTRICTS 1, 2, AND 4) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that the dental services, as described herein, are cost effective and can be performed more economically by contracting with the private sector.

2. Approve and instruct the Chair to sign an Agreement with Roger P. Fieldman, DDS, Inc. (Fieldman) for the provision of Proposition A (Prop A) dental services, effective upon Board approval through October 31, 2012 at the following facilities: Edward R. Roybal Comprehensive Health Center (Roybal) with a $3,571,874 maximum contract obligation for the term of the contract, at El Monte Comprehensive Health Center (El Monte) with a $3,644,800 maximum contract obligation for the term of the contract, and at Hubert H. Humphrey Comprehensive Health Center (Humphrey) with a $3,940,900 maximum contract obligation for the term of the contract, totaling a maximum contract obligation for all facilities of $11,157,574. The fixed annual contract obligation for each facility increases each contract year as reflected in Attachment C.

3. Approve and instruct the Chair to sign an Agreement with Sullivan and Urban Dental Management Firm (Sullivan) for the provision of both Prop A and non-Prop A HIV/AIDS dental services at Long Beach Comprehensive Health Center

(Long Beach), effective upon Board approval through October 31, 2012 with a maximum contract obligation for the term of the contract of $1,748,558 for Prop A services and $310,710 for non-Prop A services, totaling a maximum contract obligation of $2,059,268. Non-Prop A services are 100 percent offset by Ryan White CARE Act funds. These non-Prop A services are funded by $20,714 from the date of Board approval through February 29, 2008; funding for estimated costs of $289,996 for the period effective March 1, 2008 through October 31, 2012 are contingent upon the availability of future grant funding. The fixed annual contract obligation amount for Prop A dental services for this facility increases each contract year as reflected in Attachment C.

4. Delegate authority to the Director of Health Services, or his designee, to increase the maximum contract obligation by no more than 10 percent for Prop A dental services only, if the County requires additional services, and contingent upon available funding from federal, State, or County funding sources at a total increase of $1,115,757 for the Agreement with Fieldman, which increases the total contract maximum obligation up to $12,273,331; and a total increase of $174,856 for the Agreement with Sullivan, which increases the Sullivan contract maximum obligation for Prop A dental services up to $1,923,414, and increases the total contract maximum obligation for both Prop A and non-Prop A services to $2,234,124.

5. Delegate authority to the Director of Health Services, or his designee, to extend the terms of these Agreements beyond the expiration dates of October 31, 2012, on a month-to-month basis, for a maximum of six months, effective November 1, 2012 through April 30, 2013, subject to mutual agreement between County and Contractors, at the monthly cost established for year five in each agreement for an additional potential cost of $1,320,545 for the Agreement with Fieldman, consisting of $70,458 per month for Roybal, $71,896 per month for El Monte, and $77,737 per month for Humphrey; and an additional potential cost of $231,104 for the Agreement with Sullivan, consisting of $38,517 per month of which $ 33,339 is for Prop A dental services and $5,179 is for non-Prop A dental services.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

The purpose of the recommended actions is to approve new contracts, substantially similar to Exhibits I, II, III, and IV, awarded as a result of a Request for Proposals (RFP) process for dental services at Roybal, El Monte, Humphrey, and Long Beach.

The Department is also requesting delegated authority to increase the maximum obligation of the Agreements by no more than 10 percent if additional services are needed, contingent upon available funding.

The Prop A contracts continue to be cost effective and operationally feasible for the provision of dental services.

Approval of the Agreements will ensure the continued provision of dental services at Roybal, El Monte, Humphrey, and Long Beach and HIV/AIDS dental services at Long Beach.

FISCAL IMPACT/FINANCING

The cost for the HIV/AIDS dental services component, included in the Sullivan contract, is $20,714 for the period commencing the date of Board approval through February 29, 2008, 100 percent grant funded by the Ryan White CARE Act funds and the estimated total cost of $289,996 for the period effective March 1, 2008 through October 31, 2012, contingent upon future grant funding.

The estimated avoidable County costs are reflected below and are based on the Contractors' staffing patterns for the four CHCs. These costs include proposed salaries, employee benefits, and service and supplies costs. The fixed annual contract obligation for each facility increase each contract year as reflected in Attachment C. County costs for years two through five have not been adjusted for inflation; therefore, contract cost savings are projected based on County's and Contractors' proposed costs for the first year.

Contract Period	Avoidable Costs	Contract Costs	Estimated Savings	Savings Percentage
First Year	$3,797,433	$2,404,241	$1,393,192	36.69%
Second Year	$3,797,433	$2,489,554	$1,307,879	34.44%
Third Year	$3,797,433	$2,577,989	$1,219,444	32.11%
Fourth Year	$3,797,433	$2,669,660	$1,127,773	29.70%
Fifth Year	$3,797,433	$2,764,688	$1,032,745	27.20%
Total	$18,987,165	$12,906,132	$6,081,033	32.03%

The estimated cost to extend the Agreements beyond the expiration dates of October 31, 2012, on a month-to-month basis, for a maximum of six months, effective November 1, 2012 through April 30, 2013, is $1,551,649 consisting of $422,746, $431,377, $466,422, and $231,104 for Roybal, El Monte, Humphrey, and Long Beach, respectively.

The estimated total cost for additional services to the Prop A contracts of no more than ten percent is $1,290,613, consisting of $357,187, $364,480, $394,090 and $174,856 for Roybal, El Monte, Humphrey and Long Beach, respectively.

Funding for each of the four Agreements is included in the Fiscal Year (FY) 2007-08 Department of Health Services Final Budget and will be requested in future fiscal years based on available funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since January 1990, the County has contracted with private contractors for the provision of dental services under County Code 2.121.250, et seq., "Contracting with Private Businesses" (Proposition A).

Three prior RFPs have been released for dental services. The last RFP was conducted in October 2000 with contracts awarded on June 26, 2001.

On October 19, 2006, an RFP was released to re-solicit the Prop A dental services at Roybal, El Monte, Humphrey and Long Beach and non-Prop A HIV/AIDS dental services at Long Beach only. On November 21, 2006, the Board approved an amendment to extend the term of the current Prop A agreements for the continued provision of dental services from January 1, 2007 through June 30, 2007, while the RFP process was being completed. On June 5, 2007, the Board approved another amendment extending the current contract from July 1, 2007 through January 31, 2008, while a Contract Selection Review process was underway.

The Contractors recommended for the provision of these contract Prop A services will provide all dental services, including, but not limited to, dental support services, charting to dental records and administrative management.

These Prop A Contractors will be responsible for providing dental treatment to patients for prevention, detection, and treatment of dental problems.

The recommended Agreements will award Prop A contracts to provide on-site dental services at Roybal, El Monte, Humphrey by Fieldman, and at Long Beach by Sullivan.

The recommended Agreement with Sullivan will also provide HIV/AIDS dental oral health care at Long Beach, consisting of educational, diagnostic and curative dental services to patients who have written certification from a physician of a diagnosis of HIV disease or AIDS.

This is a re-solicitation of services and there is no employee impact.

There are no Cost of Living Adjustments (COLAs) included in these recommended Agreements. Contract monitoring functions will be performed by the Comprehensive Health Centers' Clinic staff and DHS Centralized Contract Monitoring Division.

The four Agreements include indemnification and insurance provisions approved by the Chief Executive Office Risk Management Operations.

The Agreements may be terminated at any time by the Contractor or the County by providing at least a 60-day prior written notice.

The Agreements (Exhibits I, II, III, and IV) have been approved as to form by County Counsel.

Attachments A - C provide additional information.

CONTRACTING PROCESS

On October 19, 2006, DHS released an RFP for Dental Services at Roybal, El Monte, Humphrey, and Long Beach. The RFP was posted on the County website, advertised in local newspapers, and mailed to firms listed on the DHS vendors list.

A mandatory proposers' conference and walk-through inspections were held at each facility.

Four potential proposers attended the mandatory conference. The proposal submission deadline date was December 1, 2006. Proposers submitting bids in response to this RFP were Roger P. Fieldman, DDS, Inc. and Harvey J. Williams, DDS, Inc. for Roybal, El Monte, and Humphrey, and Sullivan and Urban Dental Management Firm, Inc. for Long Beach CHC. Additionally, Sullivan and Urban Dental Management Firm, Inc. was approved for the Living Wage Program Exemption.

Based on the evaluation and resulting scores, Roger P. Fieldman, DDS, Inc. was ranked highest based on the evaluation criteria and is being recommended to provide dental services at Roybal, El Monte, and Humphrey; and Sullivan and Urban Dental Management Firm, Inc. is recommended to provide Prop A and HIV/AIDS dental services at Long Beach.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreements will ensure the continued provision of dental services at Roybal, El Monte, Humphrey, and Long Beach.

CONCLUSION

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

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
DRJ:DH:bjs

Attachments (7)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

121807_DHS_Dental

SUMMARY OF AGREEMENTS

1. TYPE OF SERVICE:

Dental services at Edward R. Roybal, El Monte, Hubert H. Humphrey, and Long Beach Comprehensive Health Centers (CHCs).

2. AGENCY ADDRESS AND CONTACT PERSONS:

Roger P. Fieldman, DDS, Inc.
130 South Alvarado Street
Los Angeles, CA 90057
Attention: Roger P. Fieldman, DDS, President
Telephone: (213) 484-9660
E-mail: RFIELDMAN@LAHRDC.COM

Sullivan and Urban Dental Management Firm, Inc.
11116 Rives Avenue
Downey, CA 90241
Attention: Michael Sullivan, DDS, Owner
Telephone: (562) 862-4892
E-mail: msullivan11@comcast.net

3. TERM:

The terms of the four Prop A Agreements are November 1, 2007 through October 31, 2012, with a month-to-month six month extension through April 30, 2013. The term of the HIV/AIDS dental service component is November 1, 2007 through October 31, 2012, contingent upon the availability of funds under the Ryan White Care Act.

4. FINANCIAL INFORMATION:

The total estimated five-year Prop A contract cost for ERRCHC, EMCHC, HHHCHC, and LBCHC is $12,906,132. The cost break down by facility is as follows:

Facility	Five-Year Contract Cost
ERRCHC	$3,571,874
EMCHC	$3,644,800
HHHCHC	$3,940,900
LBCHC	$1,748,558
Total Five-Year Contract Cost	$12,906,132

See Attachment B for additional financial information. Funding is included in the DHS Fiscal Year 2007-2008 Final Budget and will be requested in future fiscal years.

The cost for the HIV/AIDS dental service is $20,714, which is 100% grant funded by the Ryan White Care Act funds for the period of November 1, 2007 through February 29, 2008 and contingent upon future grant funding, effective March 1, 2008 through October 31, 2012, at an estimated total cost of $289,996.

ATTACHMENT A

SUMMARY OF AGREEMENTS

5. ACCOUNTABILITY FOR PROGRAMS:

Harry Furuya, Administrator
Edward R. Roybal Comprehensive Health Center
(323) 780-2214

Hugo Almeida, Administrator
El Monte Comprehensive Health Center
(626) 579-8304

Floretta Taylor, Administrator
Hubert H. Humphrey Comprehensive Health Center
(323) 846-4122

Miguel Ortiz-Marroquin, Acting Chief Executive Officer
Harbor-UCLA Medical Center for Long Beach Comprehensive Health Center
(310) 222-2104

6. GEOGRAPHIC AREA(S) TO BE SERVED:

Countywide.

7. APPROVALS:

Chief Deputy:	John R. Cochran III
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Maya Lee, Sr. Associate Deputy

ATTACHMENT B

DENTAL SERVICES
PROPOSITION A CONTRACTING
COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF CONTRACTING

Facility	Contract Period	Avoidable Costs	Contract Costs	Estimated Savings
ERRCHC	First Year	$1,023,005	$662,106	$360,899
EMCHC	First Year	$1,023,005	$675,624	$347,381
HHHCHC	First Year	$1,109,206	$730,511	$378,695
LBCHC	First Year	$642,217	$336,000	$306,217
Total Annual Cost Avoidance Summary		$3,797,433	$2,404,241	$1,393,192
Five Year Contract Cost Avoidance Summary *		$18,987,165	$12,906,132	$6,081,033

* These estimated figures are for five years for all four facilities.

DENTAL SERVICE AGREEMENTS
SUMMARY OF CONTRACT MAXIMUM OBLIGATIONS
BY TYPE OF SERVICE AND BY CONTRACTOR

I. MAXIMUM OBLIGATIONS, WITHOUT 10% INCREASE EXERCISED UNDER DELEGATED AUTHORITY

A. ANNUAL CONTRACT MAXIMUM OBLIGATION BY TYPE OF SERVICE

Proposition A Dental Services:

Facility	Contractor	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Term Total
Roybal	Fieldman	662,106	687,266	713,382	740,491	768,629	3,571,874
El Monte	Fieldman	675,624	701,298	727,947	755,609	784,322	3,644,800
Humphrey	Fieldman	730,511	758,270	787,085	816,994	848,040	3,940,900
Long Beach	**Sullivan**	**336,000**	**342,720**	**349,575**	**356,566**	**363,697**	**1,748,558**
Total:		$2,404,241	$2,489,554	$2,577,989	$2,669,660	$2,764,688	$12,906,132

Non-Proposition A Dental Services:

Facility	Contractor	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Term Total
Long Beach	Sullivan	62,142	62,142	62,142	62,142	62,142	310,710
Total:		$62,142	$62,142	$62,142	$62,142	$62,142	$310,710
TOTAL:		**$2,466,383**	**$2,551,696**	**$2,640,131**	**$2,731,802**	**$2,826,830**	**$13,216,842**

B. ANNUAL CONTRACT MAXIMUM OBLIGATION BY AGREEMENT

Fieldman Agreements:

Facility	Type of Service	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Term Total
Roybal	Prop A	662,106	687,266	713,382	740,491	768,629	3,571,874
El Monte	Prop A	675,624	701,298	727,947	755,609	784,322	3,644,800
Humphrey	Prop A	730,511	758,270	787,085	816,994	848,040	3,940,900
Total:		$2,068,241	$2,146,834	$2,228,414	$2,313,094	$2,400,991	$11,157,574

Sullivan Agreement:

Facility	Type of Service	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Term Total
Long Beach	**Prop A**	**336,000**	**342,720**	**349,575**	**356,566**	**363,697**	**1,748,558**
Long Beach	Non-Prop A	62,142	62,142	62,142	62,142	62,142	310,710
Total:		**$398,142**	**$404,862**	**$411,717**	**$418,708**	**$425,839**	**$2,059,268**
TOTAL:		**$2,466,383**	**$2,551,696**	**$2,640,131**	**$2,731,802**	**$2,826,830**	**$13,216,842**

II. MAXIMUM OBLIGATIONS, WITH 10% INCREASE EXERCISED UNDER DELEGATED AUTHORITY

A. AMOUNT OF INCREASE IF 10% INCREASE EXERCISED UNDER DELEGATED AUTHORITY

Fieldman Agreements:

Facility	Type of Service	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Term Total
Roybal	Prop A	66,211	68,727	71,338	74,049	76,863	357,187
El Monte	Prop A	67,562	70,130	72,795	75,561	78,432	364,480
Humphrey	Prop A	73,051	75,827	78,709	81,699	84,804	394,090
Total:		$206,824	$214,683	$222,841	$231,309	$240,099	$1,115,757

Sullivan Agreement:

Facility	Type of Service	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Term Total
Long Beach	**Prop A**	**33,600**	**34,272**	**34,958**	**35,657**	**36,370**	**174,856**
Long Beach	Non-Prop A	0	0	0	0	0	0
Total:		**$33,600**	**$34,272**	**$34,958**	**$35,657**	**$36,370**	**$174,856**
TOTAL:		**$240,424**	**$248,955**	**$257,799**	**$266,966**	**$276,469**	**$1,290,613**

B. REVISED ANNUAL CONTRACT MAXIMUM OBLIGATION TO INCLUDE 10% INCREASE

Fieldman Agreements:

Facility	Type of Service	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Term Total
Roybal	Prop A	728,317	755,993	784,720	814,540	845,492	3,929,061
El Monte	Prop A	743,186	771,428	800,742	831,170	862,754	4,009,280
Humphrey	Prop A	803,562	834,097	865,794	898,693	932,844	4,334,990
Total:		$2,275,065	$2,361,517	$2,451,255	$2,544,403	$2,641,090	$12,273,331

Sullivan Agreement:

Facility	Type of Service	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Term Total
Long Beach	Prop A	369,600	376,992	384,533	392,223	400,067	1,923,414
Long Beach	Non-Prop A	62,142	62,142	62,142	62,142	62,142	310,710
Total:		$431,742	$439,134	$446,675	$454,365	$462,209	$2,234,124
TOTAL:		**$2,706,807**	**$2,800,651**	**$2,897,930**	**$2,998,768**	**$3,103,299**	**$14,507,455**

III. MAXIMUM OBLIGATIONS WITH MONTH-TO-MONTH EXTENSIONS EXERCISED

A. MAXIMUM MONTHLY AMOUNT AND INCREASE TO CONTRACT MAXIMUM OBLIGATION IF MONTH-TO-MONTH EXTENSIONS ARE EXERCISED (Includes 10% Increase Exercised Under Delegated Authority)

Fieldman Agreements:

Facility	Type of Service	Additional Monthly Cost	Additional 6 Month Cost	Total Maximum Obligation Without Extensions	Total Maximum Obligation With 6 Month Extensions
Roybal	Prop A	70,458	422,746	3,929,061	4,351,807
El Monte	Prop A	71,896	431,377	4,009,280	4,440,657
Humphrey	Prop A	77,737	466,422	4,334,990	4,801,412
Total:		$220,091	$1,320,545	$12,273,331	$13,593,876

Sullivan Agreement:

Facility	Type of Service	Additional Monthly Cost	Additional 6 Month Cost	Total Maximum Obligation Without Extensions	Total Maximum Obligation With 6 Month Extensions
Long Beach	Prop A	33,339	200,033	1,923,414	2,123,447
Long Beach	Non-Prop A	5,179	31,071	310,710	341,781
Total:		$38,517	$231,104	$2,234,124	$2,465,228
TOTAL:		**$258,608**	**$1,551,649**	**$14,507,455**	**$16,059,105**

EXHIBIT I

DENTAL SERVICES AGREEMENT FOR

EDWARD R. ROYBAL

COMPREHENSIVE HEALTH CENTER

AGREECD4349.ABV

DECEMBER 2007

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EXHIBIT L - Charitable Contributions Certification

AGREECD4349.ABV

CONTRACT #_____

DENTAL SERVICES AGREEMENT FOR

EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

THIS AGREEMENT is made and entered into this 18th day of December, 2007

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

and ROGER P. FIELDMAN, DDS, INC. (hereafter "Contractor").

79418

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), the Los Angeles County Comprehensive Health Center,(hereafter "CHC"); and

WHEREAS, non-Hospital based dental services are necessary for the needs of certain sick or injured County patients; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing non-hospital based dental services as described hereunder and possesses the competence, expertise, and personnel

required to provide such services; and

WHEREAS, in response to County's RFP for such services, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, based on competitive negotiation, DHS has selected Contractor for recommendation to County's Board of Supervisors to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004, 26227, and 31000 and California Health and Safety Code Sections 1441, 1445, and 1451.

NOW THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall commence on November 1, 2007 and shall continue in full force and effect through October 31, 2012. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six (6) months, through April 30, 2013, upon the mutual agreement of both parties and contingent upon availability of funds.

B. Contractor may terminate this Agreement by giving at least sixty (60) days prior written notice to County in the event County materially fails to discharge its obligations hereunder. Contractor's failure to exercise this right of termination shall not constitute a waiver of such right which may be exercised in the event of any subsequent breach. Termination provisions for County are found in Paragraphs 5 (County's Obligation for Future Fiscal Years), 8 (Indemnification and Insurance), 9 (Contractor Performance During Civil Unrest or Disaster), 13 (Nondiscrimination in Employment and Affirmative Action), 17 (Covenant Against Contingent Fees), 20 (Records and Audits), 27 (Termination for Insolvency), 28 (Termination For Default), 35 (Termination for Gratuities), 36 (Termination for Improper Consideration), 37 (Termination for Convenience), 56

(County Lobbyists), 64 (Compliance with Living Wage Program), and 65 (Contractor Responsibility and Debarment) below. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records, shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 37 (Termination for Convenience) below.

C. The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the mutual agreement of the both parties. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the extension. Compensation for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

If Director and Contractor mutually fail to agree to extend the Agreement on a month-to-month basis as of the expiration date set forth in Paragraph 1.A above, then the Agreement shall expire on said date.

D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide dental services for the CHC in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

B. All policies, procedures, and standards are provided by the CHC. The

Contractor shall develop from the CHCs' policies, procedures, and standards their operational manual.

3. MAXIMUM OBLIGATION OF COUNTY: The Maximum Obligation of County for Contractor's performance of Proposition A dental services, as set forth in Exhibit A of this Agreement, is Three Million Five Hundred Seventy-One Thousand Eight Hundred Seventy-Four Dollars ($3,571,874) for the term of the Agreement commencing the date of Board approval through October 31, 2012.

If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's approval, County may require additional services and authorize to Contractor an increase to the applicable County total maximum obligation as payment for such services of no more than ten percent (10%) at a cost of not more than Three Hundred Fifty-Seven Thousand One Hundred Eighty-Seven Dollars ($357,187), as determined by County. If the increase exceeds ten percent (10%) of the County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph of this Agreement.

Upon mutual agreement of County and Contractor, this Agreement may be extended up to six months beginning November 1, 2012 through April 30, 2013. The Maximum Obligation of the County during the extended term of the Agreement shall not exceed Four Hundred Twenty-Two Thousand Seven Hundred Forty-Six Dollars ($422,746).

4. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit B, attached hereto and incorporated herein by reference, on billing forms furnished by County, provided that if County fails to furnish billing forms, Contractor forms will be acceptable.

County shall pay Contractor within thirty (30) days following receipt of a complete and correct billing as provided in Exhibit B.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in 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 County fiscal year for which funds were appropriated. If the Agreement is terminated due to non-appropriation of funds by County, County shall be obligated for Contractor's performance pursuant to the provision of Paragraph 4 "Billing and Payment" up to the date termination as noticed in writing by the County. County shall notify Contractor in writing of such non-allocation of funds within five (5) working days of final decision by the Board on non-appropriation of funds.

6. ADMINISTRATION: Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under Agreement, and (2) to defend the County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. 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 Health Facility Administrator or his duly authorized designee.

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 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.

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

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be the 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 services performed by or on behalf of Contractor pursuant to this Agreement.

D. The Contractor shall adhere to the provisions stated in Paragraph 14 - Confidentiality.

8. INDEMNIFICATION AND INSURANCE:

A. Indemnification: 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 and expense, 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.

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

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department Contract Administrator Name and Address prior to commencing services under this Agremeent. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) 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.

(d) Include copies of the additional insured endorsement

to the commerical 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.

(e) 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, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporated surety licensed to transact business in the State of California.

2. 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.

3. 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.

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

(a) 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 24 hours of occurrence.

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

(c) 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.

(d) 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.

5. 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 results to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by

subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7. Insurance Coverage Requirements:

A. 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 $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 Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which 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

D. 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. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

E. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty: $ determined by dept.

F. Performance Security Requirements: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

(1) Performance Bond: A faithful performance bond in an amount equal to 100% of the Agreement award amount and executed by a corporate surety licensed to transact business in the State of California, or,

(2) Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to the County

upon demand in an amount no less than $ (determined by department). Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Agreement.

9. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: 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, as determined by County. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor for which County may immediately terminate this Agreement.

10. LIQUIDATED DAMAGES: All time limits and required acts of Contractor are of the essence for this Agreement. Should Contractor fail to perform or complete the services required to be done within seven (7) days after written notice is provided pursuant to Paragraph 28 (Termination for Default) below, it is mutually understood and agreed that damages will occur and that such damages will be impracticable or extremely difficult to fix as to the extent of actual damages resulting from the failure of Contractor to correct a deficiency within such time frame. A reasonable estimate by the parties of such damage is Two Hundred Dollars ($200) per day for each day exceeding such seven (7) days. Therefore, the parties agree that Contractor shall be liable to County for liquidated damages, and not as a penalty, in the amount of Two Hundred Dollars ($200) per day for each day exceeding such seven (7) days.

Additionally, and notwithstanding the above provision, should Contractor fail to

correct deficiencies within such seven (7) days, Administrator may, upon giving five (5) days notice to Contractor, correct any and all deficiencies. All costs incurred by County, as determined by County, to perform such services by an alternate source, whether with County employees or another Contractor, shall be deducted and forfeited from any amounts due to Contractor from County. Such deductions as well as any deductions pursuant to Exhibit A (Performance Work Statement For Dental Services) and Paragraph 4 (Billing and Payment) of Sample Agreement, shall not be construed as a penalty but as adjustment of payment to Contractor for only the services actually performed, and the recovery of County cost and damages from the failure of Contractor to perform or otherwise comply with the provisions of this Agreement.

11. PERFORMANCE STANDARDS: It is mutually understood and agreed that Contractor's failure to provide timely dental services and HIV/AIDS dental services, to comply with assessment and evaluation plans, to comply with training requirement as described in Exhibit A, or to comply with certain other contract requirements as specified in the Performance Requirements Summary, attached hereto as Exhibit C and incorporated herein by reference, may create damages to County's patients, County's staff, and others and that such damages, from the nature of the case, will be extremely difficult to measure and impractical to fix. Therefore, County and Contractor hereby agree to fix the amounts of such damages in advance as set forth in the Performance Requirements Summary.

The reasonable and necessary cost of investigation by Administrator, as determined by County, of any such failure of performance by Contractor may also be assessed against Contractor as provided in this Paragraph in addition to such amounts provided that failure of Contractor's performance arises out of circumstances under Contractor's control.

All determinations to levy such amounts for damages shall be subject to approval

by Administrator. Administrator may decline to levy such amounts for damages if Administrator determines that the particular violation was caused by a strike or accident or similar occurrence beyond the control and without the fault or negligence of Contractor.

12. 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 all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided in an equivalent manner or at an 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 other than precautions dictated by infectious control procedures; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipient of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

13. NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION:

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 or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable

Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: 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.

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.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this 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 Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that Contractor violates the anti-

discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records, including, but not limited to, County records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances, rules, directives, and The Joint Commission accreditation standards, relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

15. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of 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 such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

16. CONFLICT OF INTEREST: No County employee whose position in 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 Contractor, 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 the 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 conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

17. 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.

18. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) 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 authorized representatives, the contracts, 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.

19. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, 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 the payments made by County to Contractor, then the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at Director's sole discretion, deducted from any amounts due County to Contractor whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's total payment obligation for services hereunder be exceeded.

20. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its activities and operations as relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized

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

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

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

D. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the

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

E. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with County's Program, that Contractor shall promptly and without delay provide to County, upon written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to work performed by said employees on the Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the Bounty under this Contract is for the purpose of enabling the County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and the County's Program. All such

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

21. REPORTS: Contractor shall make reports in format as required by Director concerning Contractor's activities and operations as they relate to this Agreement. Required reports include, but are not limited to, the following:

A. Monthly reports as determined by the CHC Administrator on the total number of patients, new patients, patient visits, and treatments.

B. Monthly report on equipment needs and dental appliances.

C. All other reports as required by Administrator.

22. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Contractor shall not have any right to, and 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 Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and

executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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.

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 material breach of the Agreement which may result in the termination of 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.

23. RULES AND REGULATIONS: During the time that Contractor's employees are at the CHC, such persons shall be subject to the rules and regulations of the CHC. Copies of all policies, procedures, rules, and regulations of the CHC will be made available to Contractor by the CHC.

It is the responsibility of Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from Administrator that: (1) any such employee has violated such rules and regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that Administrator decides that the corrective action taken by Contractor is not sufficient, then: (1) Contractor shall remove or suspend such employee from the provision of services hereunder or take such other action as requested by Administrator, and (2) if Contractor reasonably disagrees with the action requested by Administrator, upon demand by Contractor, County shall immediately indemnify Contractor for any liability and costs, including reasonable attorneys' fees, incurred by Contractor in connection with its defense of any legal action or any administrative proceeding arising from such removal or suspension heard before an appropriate administrative agency or filed in a competent court by any such affected employee.

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

25. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this

Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

26. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, within ten days following the execution of this Agreement, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

27. TERMINATION FOR INSOLVENCY:

A. County may cancel forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay it debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the

Federal Bankruptcy Code;

(3) The appointment of a receiver or trustee for Contractor; or

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. 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.

28. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform 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 these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem 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, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform unless the supplies 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, and unless Contractor knew or should have known within a reasonable time before occurrence that a default was about to occur.

D. If, after notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 37 (Termination for Convenience) below.

If, after Contractor's receipt of a Notice of Termination based on the provisions of this Paragraph, and it is determined that Contractor was not in default or that the default was excusable under the provisions of this Paragraph, Contractor, at its option, may terminate this Agreement. Thereafter, the rights

and obligations of the Parties with respect to payment by County for Contractor performance rendered shall be the same as though a County notice of termination had been issued pursuant to Paragraph 37 (Termination for Convenience).

E. 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.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

29. NOTICE OF DELAYS: Except as otherwise provided hereunder, 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 five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

30. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or oral understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

31. CONFLICT OF TERMS: To the extent that there exists any conflict between the language of this Agreement and that of any of the Exhibit(s) and Schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining Exhibit(s) and Schedule(s) shall govern and prevail in the following order:

1. Exhibit A - Performance Work Statement
2. Exhibit B - Billing and Payment Schedule

3. Exhibit C - Performance Requirement Summary

4. Exhibit D - Living Wage

5. Exhibit E - Contractor Employee Acknowledgement & Confidentiality Agreement

6. Exhibit E.1 - Non-Employee Acknowledgement and Confidentiality Agreement

7. Exhibit F - Notice to Public Entity

8. Exhibit G - Estimated Number of Annual Procedures to be Provided

9. Exhibit I - Business Associate Protected Health Information Disclosure Agreement

10. Exhibit J - Safely Surrendered Baby Law

11. Exhibit K - Debarred Contractors in Los Angeles County

32. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

33. SEVERABILITY: 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.

34. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the Courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los

Angeles.

35. TERMINATION FOR GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one calendar day's notice, if it found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of, such contract; provided, that the existence of the facts upon which County makes such findings shall be in issue and may be reviewed in any competent court. 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.

If Contractor is terminated by County on the basis of the provisions of this Paragraph, and it is determined by a competent court that Contractor did not violate said provisions, then County shall be liable to Contractor for all damages proximately caused by County's erroneous termination.

36. 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 the 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 the Contractor.

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 (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.

37. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement, may be terminated when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written sixty (60) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such for Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

38. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any other person or entity, except as may be otherwise provided herein or required by law. However, in recognition of Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement subject to the following conditions: (1) Contractor shall develop and publicize material in a professional manner, and (2) during the term of this Agreement, Contractor, its employees, agents, and subcontractors, shall not publish or disseminate commercial

advertisements, press releases, opinions, or feature articles, using the name of County without the prior written consent of Director.

39. BUSINESS ASSOCIATE PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT: The performance of Contractor's obligations under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit I (Business Associate Protected Health Information Disclosure Agreement). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Exhibit I) (hereafter "Business Associate Agreement") by and between Contractor (referred to in Exhibit I as "Business Associate") and County (referred to in Exhibit I as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

40. 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.

41. EQUIPMENT AND OTHER PERSONAL PROPERTY INVENTORY: Prior to the commencement of services hereunder, County and Contractor shall take a complete inventory of all equipment and personal property of CHC's Dental Services for each such item.

At the expiration or prior termination of the term of this Agreement, another inventory shall be taken by County and Contractor. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for

its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for normal wear and tear.

At the expiration or prior termination of the term of this Agreement, Contractor shall reimburse County for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

42. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: In order to perform services hereunder and only for the performance of such services, Contractor is authorized to occupy and use at CHC County space and equipment and other personal property as approved from time to time in writing by Administrator whose approval shall be subject to the prior written approval of County's Department of Internal Services and Chief Executive Office.

If, at any time during the term of this Agreement, any space indicated above is not utilized by Contractor for services hereunder, then such space shall be vacated by Contractor and may thereafter be used by County for any purpose.

43. EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment, which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such equipment is not economically feasible and that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County, to obtain and install replacement equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County.

44. ALLOCATED COUNTY COSTS: County costs allocated to or related to CHC's dental services as of the time of commencement of services hereunder, including, but not limited to, utilities, equipment, housekeeping services, and other services provided by other County units, departments, or contractors, shall not be charged to Contractor. Such services shall include the following:

A. Housekeeping services for all floors, walls, windows, restrooms, and offices used by Contractor at the CHC.

B. Telephone instruments and services restricted to locations within Area Codes 213, 310, 323, 562, 626, 714, 818 and 909 for the performance of this Agreement. All other telephone calls shall be paid for directly by Contractor.

C. Utilities at the CHC, including gas, electricity, water, heating and cooling.

D. Regular pest extermination services at the CHC.

E. Hazardous waste shall be handled in accordance with County Rule and Regulation Number 6, Revision I, governing the Management of Infectious Waste in Los Angeles County, and Title 22, Chapter 30, Article 13 of the California Administrative Code.

F. All required County forms and copies of all applicable laws, regulations, directives, and other provisions to Contractor at the CHC.

G. Parking for Contractor staff in accordance with the CHC's Policy.

H. Pictured ID badges for Contractor staff.

I. All medications and prescriptions.

45. ALTERATIONS AND REPAIRS:

A. In the event that Contractor proposes any alteration or repair of any County facility or building, then prior to the commencement of any such alteration

or repair, Contractor shall obtain the prior written approval of the plans and specifications for such alteration or repair from Director and County's Internal Services Department; County's Internal Services Department may condition its approval upon the posting of such performance and labor and material bonds (with County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alteration and repair. In the event that the estimated cost of any such alteration or repair, including labor and material, exceeds Ten Thousand Dollars ($10,000), then such alteration or repair may be subject to the competitive bidding requirements of State law. The financing and performance of any such alteration or repair shall be subject to the provisions of the State constitution, statutes, and regulations, including, but not limited to, the prevailing wage and hour provisions of the California Labor Code, and County ordinances as well as the prior written approval of Director and County's Internal Service Department. Any alteration or repair of County premises hereunder shall become County property, or County may require Contractor, at its expense, to restore County premises to the condition as existed prior to any such alteration or repair.

46. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS:

A. Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor, its employees, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty days after the occurrence, and in accordance with Paragraph 45 (ALTERATIONS AND REPAIRS).

B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct such costs from any amounts due to Contractor from County.

47. COUNTY APPROVAL OF CONTRACTOR'S EMPLOYEES: Contractor's Dental Services Supervisor and other professionals, as determined by County, to be provided at the CHC may be interviewed by Administrator for verification purposes to confirm existence of employee's required licenses and other credentials and shall be subject to the credentialing process and changes in County's credentialing process.

48. CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

Contractor shall notify County within one business day when staff is terminated from working on this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from County Agreement.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County photo identification badge at the time of removal from working on the Agreement.

49. PHYSICAL EXAMINATIONS: Contractor shall have each of its

employees who performs services under this Agreement examined by a duly licensed physician for fitness prior to such employees' performance of services hereunder, as well as yearly physical examinations thereafter.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results. Documentation shall be presented for the Administrator at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing such service.

50. REFERRAL OF COUNTY EMPLOYEES FOR EMPLOYMENT WITH CONTRACTOR: Contractor shall accept referrals from DHS Human Resources of qualified County employees for consideration of employment with Contractor. Such consideration for employment shall be limited to the vacancies in Contractor's staff needed to perform services under this Agreement. If such referrals are offered employment, such offers shall be made once, shall be in writing, shall indicate whether the position is full-time or part-time, and shall be valid for a period of ten calendar days from the date the offer is made, unless such period is extended at Contractor's option. Such offers shall be for vacancies which occur in Contractor's staff, beginning with County's Board of Supervisors approval of this Agreement and throughout the term of this Agreement. Employment offers to County's employees shall be under at least the same conditions and rates of compensation which apply to other persons who are employed or may be employed by Contractor. Contractor shall maintain records of such offers to include a description of the position and duties, the rate of pay and fringe benefits, and whether the allotted time period. County employees who are employed by Contractor under this Paragraph shall not be discharged during the term of this

Agreement except for cause. At the time of any such discharge for cause, Contractor shall notify DHS Human Resources staff and/or other County staff designated by Executive Director.

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.

51. 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, the County, its offices, 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.

52. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standard Act, and shall indemnify, and hold harmless the County, 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 services performed by the Contractor's employees for which the County may be found jointly or solely liable provided that

County's liability is not based on Contractor's actions or inactions if said actions or inactions are performed in compliance with the terms of this Agreement.

53. SUBCONTRACTING: All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Contractor shall include in all subcontracts the following provisions: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor except where other wise noted.

54. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 United States Code Sections 2000e through 2000e (17), to the end that no person shall, on grounds of religion, race, color, sex or national origin, 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.

55. 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.

56. COUNTY LOBBYISTS: Contractor and each County Lobbyist or County Lobbying 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 lobbying firm 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.

57. INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND DISPUTES: Should any misunderstanding arise, Director will interpret the Agreement. If the Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation, Contractor may file a written request with the Director for a hearing before a Disputes Review Panel as provided below. The written request shall outline in detail the area of dispute.

The Disputes Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of dental services contracts. The Panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

58. 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 Purchase Order or Agreements 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 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 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

59. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 28 "Termination for Default".

60. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent

Parents" poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

61. 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 the Agreement in jeopardy if not corrected will be reported to County's 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 Agreement or impose other penalties as specified in Agreement.

62. 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 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.

63. 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 for in Internal Revenue Service Notice 1015, Exhibit H.

64. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit D and incorporated by reference into and made a part of the Contract.

B. Payment of Living Wage Rates:

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

a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

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

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

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

3. If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period.

The County may also require, at any time during the contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame

permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health

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

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

E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to

maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

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

G. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

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

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

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated

damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages for $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

3. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

H. Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same.

Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

K. Employee Retention Rights:

Note: This paragraph applies only if the Contract involves the provision of services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the

federal Fair Labor Standards Act; and

b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

2. Contractor is not required to hire a retention employee who:

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

b. Fails to meet any other County requirement for employees of a contractor.

3. Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

L. Neutrality in Labor Relations: Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor

Relations Act.

65. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 with only responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that 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 not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with 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 County or any other public entity.

D. If there is evidence that 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.

E. 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.

F. 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 Hearing Board.

G. 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (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.

H. 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.

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.

I. These terms shall also apply to Subcontractors of County Contractors.

66. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION (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, 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. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

67. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor, agrees to use recycled-content paper to the maximum extent possible on this Contract.

68. COMPLIANCE WITH JURY SERVICE PROGRAM:

68.1 This Agreement is subject to the provisions of County's ordinance entitled ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

68.2 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 days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

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

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

Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

69. SAFELY SURRENDERED BABY LAW:

69.1 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. 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. See Exhibit J herein. 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.

69.2 Notices to Employees Regarding the Safely Surrendered Baby Law:

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

70. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons 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 giving ten (10) days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

LAC+USC Healthcare Network
1200 North State Street
Los Angeles, California 90033

Attention: Executive Director

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

Attention: Administrator

Department of Health Services

Contracts and Grants Division

313 North Figueroa Street, 6th Floor East

Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:
Roger P. Fieldman, DDS, Inc.
130 South Alvarado Street
Los Angeles, CA 90057

Attention: Roger P. Fieldman, DDS

71. ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not have any right to, and 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 Paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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, 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 material breach of the Agreement which may result in the termination of 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.

72. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM ORDINANCE: This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished

was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

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

73. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit L, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

74. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

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

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

75. 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.

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

COUNTY OF LOS ANGELES

By _____
YVONNE B. BURKE
Chair, Board of Supervisors

ATTEST:
Sachi Hamai
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

Roger P. Fieldman, DDS, Inc.
Contractor

By _____

ROGER FIELDMAN, DDS
Print Name

Title PRESIDENT
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY COUNTY COUNSEL:

By _____
Maya Lee
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 DEC 18 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

PROP A DENTAL

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EXHIBIT A

PERFORMANCE WORK STATEMENT

EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

1. GENERAL: The Contractor shall provide on-site dental, support and administrative services at the Edward R. Roybal Comprehensive Health Center (CHC) under the direction of Administrator. Contractor shall modify Patient Mix within the Scope of Work of this Agreement to meet current CHC dental needs, after notification from Administrator or Dental Director(s). Additionally, the Contractor may provide outreach public health dental services to minor children under the age of fourteen (14) years. Such services shall include, but are not limited to, the provision of administrative, support and professional staff. Contractor must perform to the standards in Exhibit C, Performance Requirements Summary and within any accreditation and licensing requirements set by any regulatory agency, including, but not limited to The Joint Commission and California Medical Association.

2. DEFINITIONS:

A. Acceptable Quality Level (AQL): The Acceptable Quality Level is the maximum allowable leeway or variance from a performance standard before the County will reject the specific service and may make Unsatisfactory Performance Deductions from payment to the Contractor, as described in Exhibit C. An AQL does not allow the Contractor to knowingly offer unsatisfactory service, but recognizes that defective performance may sometimes occur. If the defective performance does not exceed the AQL, the County will accept the service and will not make unsatisfactory performance deductions.

B. Administrator: The Administrator is the County's Chief Executive Officer of the Comprehensive Health Center, or his duly authorized designee.

C. Broken/Cancelled Appointments: The number of scheduled patients who did not show up for the clinic session or who cancelled the appointment.

D. Clinic Session: A period of time per provider set aside in advance for the purpose of delivering specific services to patients in an organized manner.

E. Contract Discrepancy Report (CDR): The Contract Discrepancy Report is a report used by the County's Quality Assurance Evaluator to record contract information regarding discrepancies or problems with the Contractor's performance. If the Contractor's performance is judged unsatisfactory, the Quality Assurance Evaluator shall forward a Contract Discrepancy Report to the Contractor for his response.

F. Contract Year: The first Contract Year of the contract will begin on date of implementation and run for a twelve (12) month period. Each subsequent contract year shall be a twelve (12) month period.

G. INTENTIONALLY BLANK

H. County Contract Coordinator: The County Contract Coordinator is the person authorized to administer the contract on behalf of the County. This person may also serve as the County's Quality Assurance Evaluator and/or the Administrator of the CHC.

I. Culturally Appropriate: "Culturally Appropriate" shall mean the capacity of Contractor staff to effectively identify the health practices and behaviors of target populations; design programs, interventions, and services which effectively address cultural and language barriers to the delivery of appropriate and necessary health care services; and to evaluate and contribute to the ongoing improvement of these efforts, including, but not limited to, access to care, patient satisfaction, promoting compliance with treatment regimens, and the promotion of more effective health efforts.

J. Dental Director: Dental Director is the person designated by the County to manage provision of dental services at the CHC. The Dental Director will provide program direction to the Contractor.

K. Dental Supervisor: The Dental Supervisor is the person designated by the Contractor to be responsible for the overall operation of the dental services program, or his duly authorized designee.

L. Director: The Director is the Director of the County's Department of Health Services, or his duly authorized designee.

M. Linguistically Competent: Linguistically Competent shall mean the ability of health professionals to communicate effectively in the language of the patient population to ensure that patients understand and are willing to follow post treatment instructions.

N. Patient Mix: Patient Mix refers to the various types of CHC patients, e.g., adult, children, adolescent, CHDP, General Relief, emergency, elective, etc.

O. Patient Visit: A primary dental service provided to a patient with a dental need by one (1) or more members of the unit staff present during a clinic session. The maximum number of clinic visits per patient per categorical clinic session is one (1).

P. Performance Requirements Summary (PRS): The Performance Requirements Summary is Exhibit C which summarizes certain required services under the contract, key performances indicators, service standards, maximum allowable deviations from perfect performance before Unsatisfactory Performance Deductions may be applied, County method(s) of monitoring, and the amount of unsatisfactory performance deductions.

Q. Physician Specialist: A Board certified physician in a specialty area licensed to practice in the State of California.

R. Provider: A provider is defined as any clinic employee who assumes primary judgement in the diagnosis and/or treatment of a patient during a clinic session. Provider subcategories include: Clinician (Dentist), Mid-Level Provider (Dental Hygienist),and Other Staff (Dental Assistant, X-Ray Tech).

S. Support Staff: Any non-clinical or certified employee who carries out, assists or dispenses orders under the supervision of a provider. Support staff do not exercise independent judgement in the treatment of patients. Support staff categories include clerical, administrative, and attendant staff.

T. Quality Assurance Evaluator (QAE): The Quality Assurance Evaluator is a County employee responsible for monitoring of the Contractor's clinical performance. This person may also serve as the County Contract Coordinator.

U. Quality Assurance Monitoring Plan (QAMP): The Quality Assurance Monitoring Plan is a document for County use in monitoring the Contractor's performance for each service listed in Exhibit C (Performance Requirements Summary).

3. PERSONNEL:

A. County Contract Coordinator: The County Contract Coordinator shall be responsible for providing direction to the Contractor in areas relating to policy, information and procedural requirements.

B. Contractor's Dental Supervisor: Contractor shall provide a full-time employee as an on-site Dental Supervisor, who shall be responsible for the overall management and coordination of services provided under the contract. County shall have the right to approve or disapprove the Contractor's candidate for Dental Supervisor, and shall be notified of such candidate at least thirty (30) days before implementation of contract services. Changes in Dental Supervisor during the contract term shall be made only with the prior written approval of the

County. The County reserves the right to require a change of Dental Supervisor or any other Contractor employee during the term of the contract, provided exercise of said rights is based on a failure of performance as defined in the terms of this Agreement and attachments hereto or on failure to adhere to rules and regulations of County CHC, which failure causes substantial and adverse effect on CHC patients or employees as determined by County. The Dental Supervisor, or an equally responsible and qualified person designated in writing and previously approved by the County to act on the Contractor's behalf, must be present at the CHC during all normal business hours. The Dental Supervisor must be licensed to practice dentistry in California.

C. Contractor Provided Staff: Contractor shall provide all staff, in addition to the Dental Supervisor, necessary to accomplish the required services. All Contractor provided staff shall be supervised by the Contractor. Contractor shall ensure that all Contractor staff have appropriate credentials and licenses commensurate with job responsibility. Credentialing packages for each employee must meet The Joint Commission regulations, as determined by County. All credentials and licenses must be provided for administrative review prior to staff assuming job responsibilities. Contractor shall be responsible for ensuring sufficient bilingual staff to provide services, but at least twenty percent (20%) of Contractor's staff must be fluent in speaking and understanding Spanish, to be available at all times during workdays for translation and interpretation.

D. Contractor Employee Acceptability: Contractor shall be responsible for immediately removing and replacing any employee for cause when requested to do so by the County Contract Coordinator.

E. Reporting Requirement and County Administrative Controls:

Contractor shall function in the capacity as the Dental Service Program on behalf of the CHC and shall report to and be responsible to the Administrator, subject to the limitations and provisions of Paragraph 7, INDEPENDENT CONTRACTOR STATUS, of the body of this Agreement, and shall prevail in regard to this Paragraph. Contractor shall have the authority and responsibility for assuring that established CHC policies, as they relate to CHC dental services, as they exist now or may exist in the future, are carried out, and that the overall coordination and integration of dental services are maintained. Contractor's management staff, as mutually agreed between Contractor and Administrator, shall function as part of the CHC's management team in an effort to reduce costs, increase productivity and enhance the quality and level of dental services provided.

4. QUALITY CONTROL PLAN: Contractor shall establish and maintain a Quality Control Plan (Plan) designed to assure The Joint Commission requirements of this Agreement are met. Contractor shall provide a copy of said Quality Control Plan to the Administrator prior to the commencement of services hereunder and such plan shall be reviewed annually or as changes occur. The plan and any changes thereto shall be subject to the prior written approval of the CHC's Administrator. The plan shall include, but is not limited to, the following:

A. The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable, including, but not limited to, patient waiting time, complete and timely reports, audits and peer reviews.

B. The methods for continuing to assure provision of dental services to CHC in the event of an employee shortage or strike.

C. The methods of assuring that confidentiality of patient records is

maintained while in the custody of the Contractor and that records are not removed from the CHC.

5. PERFORMANCE MONITORING: County shall monitor the Contractor's performance under this contract using procedures specified in the Performance Requirements Summary, Exhibit C. All monitoring observations shall be recorded by the County. Significant deviation from performance standards as indicated in Exhibit C may result in unsatisfactory performance deductions being applied against the Basic Monthly Charge as provided for in Exhibit C.

A. If performance standards discrepancies are noted by the County, a Contract Discrepancy Report shall be issued to the Contractor.

B. Upon receipt of a Contract Discrepancy Report, Contractor shall respond in writing to the County Contract Coordinator within five (5) work days acknowledging the reported discrepancy(ies) or presenting contrary evidence and presenting a program for immediate correction of all failures in performance which have been identified.

C. Contractor shall remedy any performance defect identified by re-performance of the work or corrective action despite imposition of Unsatisfactory Performance Deductions.

D. Dental Supervisor shall meet with the County Contract Coordinator weekly for the first two (2) months of the contract term and at regularly scheduled intervals, as mutually agreed upon, during the remaining term of the contract. The purpose of such meetings shall be the exchange of information between the County Contract Coordinator and the Contractor, and the discussion of policy and procedural matters relevant to the Contractor's performance and the County's monitoring function.

6. PHYSICAL SECURITY: Contractor shall be responsible for safeguarding

all County and Contractor property provided for the Contractor's use. At the close of each workday, all supplies, equipment, and other personal property shall be secured by Contractor. Contractor shall be responsible for immediately reporting to Administrator any theft or loss of equipment, supplies and other personal property.

Contractor shall establish and implement methods of insuring that all keys issued to Contractor by the County are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor by the County shall be duplicated. Contractor shall develop procedures assuring adequate key control. Contractor shall provide the County Contract Coordinator with a list of all Contractor personnel who have been issued keys. County shall maintain the master keys for the facility. Any lost keys shall be reported to the County Contract Coordinator within one workday of the discovery of the lost key. Contractor shall be required to pay the cost of any re-keying required due to Contractor's negligence, as determined by County. Contractor shall not be held responsible for loss of County equipment, supplies or other personnel property after applying adequate physical security measures.

7. HOURS OF OPERATION

A. Normal Hours. The Contractor shall maintain service hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, with the possibility of expanding to Saturdays and evening hours of operation (i.e., work days and shifts) as requested by County. County's prior approval must be obtained for any overtime hours.

B. Recognized Holidays. Contractor is not required to provide service on County-recognized holidays. These holidays may change slightly from year to year. The County Contract Coordinator will provide Contractor with a list of holidays for the succeeding year prior to January 1 of that year. In 2007, the

holidays are:

Monday, January 1	New Year's Day
Monday, January 15	Martin Luther King, Jr.,Birthday
Monday, February 19	President's Day
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, October 8	Columbus Day
Friday, November 9	Veterans Day
Thursday, November 22	Thanksgiving Day
Friday, November 23	Day after Thanksgiving
Tuesday, December 25	Christmas Day

8. GOVERNMENT OBSERVATIONS: County and personnel from other governmental jurisdictions, other than the County Contract Coordinator and Quality Assurance Evaluator, may from time to time observe contract operations. However, these personnel will not unreasonably interfere with Contractor performance.

9. MANAGEMENT INFORMATION SYSTEM: Contractor is to use the current method of computer base information system to enter patient identification and appointment tracking information and billing information on a daily basis. At a minimum, Contractor will be required to provide routine monthly reports to include, but

not limited to, number of dental patients treated and the number and type of procedures provided and productivity reports.

10. Damage to Facility, Buildings or Grounds: Contractor shall repair, or cause to be repaired, at Contractor's own expense, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor, immediately upon becoming aware of any such damage, but in no case more than thirty (30) days after the date of such damage. All repairs must be in accordance with Paragraph 45 (ALTERATIONS AND REPAIRS) of this Agreement. Should such damage not be repaired within thirty (30) days, County may make any necessary repairs. All costs incurred by the County, as determined by County, for such repairs shall be repaid by Contractor upon demand, or County may deduct such costs from any amounts due to Contractor from County.

A. Facility Inspection: Contractor's Dental Supervisor and County's Contract Coordinator will perform a thorough walk-through examination of the CHC dental area prior to the implementation of contract services. They shall agree regarding the condition of such areas, noting all damaged or worn areas. Another walk-through examination shall be performed at the end of the contract term. Contractor shall return such areas in their original condition, less consideration for normal wear and tear, and in those cases where unauthorized alterations and repairs have occurred, Contractor shall also perform the necessary maintenance to return such areas back to their original condition.

11. EQUIPMENT INVENTORY: Prior to the commencement of contract services hereunder, County and Contractor shall take a complete inventory of all equipment, including, but not limited to, dental office equipment, small hand tools, and other personal property of the dental services in the CHC for each such item.

At the expiration or prior termination of the term of any resultant contract, County and Contractor shall take another inventory. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear.

Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for normal wear and tear.

At the expiration or prior termination of the term of any resultant contract, Contractor shall reimburse County, for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

12. CONTRACTOR FURNISHED SERVICES: Contractor shall provide all items described below.

A. Culturally Appropriate Services: The Contractor shall provide programs or services to its staff that will enable Contractor's staff to effectively identify the health practices and behaviors of target populations; and develop strategies for using them to promote adherence to treatment plans and personal involvement in preventive health behaviors.

B. Linguistically Competent Services: The Contractor shall provide programs or services that will enable Contractor staff to communicate effectively in languages of the patient population.

C. Personnel: The Contractor shall provide all personnel required for services hereunder. Dentists and support personnel shall have appropriate California state licenses, commissions, and/or certificates, as required and be able to produce such proof to Administrator, when necessary.

Contractor must assure and be prepared to demonstrate the competence of their staff responsible for translation services for County patients. Such competence must include the ability to translate commonly used primary care medical terms from English to languages used by target population.

Contractor must have bilingual or multilingual personnel staffing their advice and appointment systems. Training of these staff persons must enhance their understanding of the difficulties patients have in learning to use dental services.

D. Supplies and Small Hand Equipment: Contractor shall provide all consumable supplies, including instruments large and small hand pieces necessary to provide the required dental services. All necessary maintenance of instruments and hand pieces shall be responsibility of the Contractor.

E. Records and Reports: Contractor shall maintain and provide accurate and complete dental, financial, personnel and other records and reports of its activities and operations under this Agreement. Dental records shall be the property of Los Angeles County.

F. Physical Examinations: Contractor shall provide physical examinations for all of its employees at the time of employment and as well as yearly physical examinations thereafter, during the term of any resultant agreement. Contractor shall immediately furnish results of employee's physical examinations to Administrator and/or Centralized Contract Monitoring Division (CCMD), within 30 calendar days of the date upon which the examination was given.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and

negative tuberculin tests results.

Documentation shall be presented for the Administrator and or CCMD at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing services

G. Security Identification Badges: Contractor shall ensure that Contractor's employees wear County provided security picture ID badges while providing services at the CHC.

13. SPECIFIC TASKS: Contractor shall provide all dental services, including, but not limited to, dental and dental support services, charting to dental records and administrative management. Contractor shall change Patient Mix to meet current CHC dental needs after notification from Administrator or Dental Director(s). For example, Dental Director may request Contractor to provide treatment to more children and fewer adults; or provide more emergency treatment and fewer elective treatments.

Contractor shall be responsible for all patients seeking dental services at the CHC. Should Contractor determine that dental services cannot be provided to patient and patient must be referred to another provider, then Contractor shall document such referral. Referrals may be subject to review by QAE for appropriateness.

Contractor shall see and treat patients with diagnosed cases of acute communicable diseases such as, but not limited to: hepatitis, HIV/AIDS, venereal diseases, etc. All patients suspected of having an acute communicable disease shall be referred to a local County Public Health Facility near the patient's home for required follow-up and surveillance. Referral does not preclude dental services by Contractor, however, non-emergency treatment may be deferred until the acute infection stage has passed. Patients diagnosed as having a communicable disease shall be treated while using the most recent infection and control procedures established by the County.

Contractor shall be required to coordinate its services with the County's Public Health Investigation/Public Health Nursing Service as provided in the CHC Policy and Procedure Manual.

A. Dental Services: Contractor shall provide services in prevention, detection and treatment of dental problems to all patients presenting themselves to the CHC with such requests. The more common problems are those requiring extractions, fillings of cavities, root canal procedures and treatment of various tooth and gum diseases. All patient care procedures must adhere to CHC Dental Services Policy and Procedures Manual and any new procedures as determined by the County. For estimated number of procedures to be provided by Contractor see Exhibit G. Additionally, outreach activities to include diagnostic and educational clinics for local schools (pre-school through Middle School) may be part of the overall dental services program.

B. Referral Services: The Contractor shall not incur any expense to County by referring patients to private practitioners (or pharmacies). Patients requiring services beyond the scope of contractor services shall be referred to County hospital dental services. However, Contractor shall be required to record such referral in the patients' dental chart.

C. Service Limitations: To provide an equitable distribution of prosthetic units, it may be necessary to defer some prosthetic services to a later date. The volume of prosthetic dentistry during a twelve (12) month period should average no less than twenty (20) prosthetic units per month. For this purpose, a prosthetic unit is a removable full or partial denture, a cast crown, or pontic. For example, a three unit fixed bridge is considered three prosthetic units. A non-cast partial denture that replaces no more than two (2) teeth is considered a half unit. Priorities for prosthetic services are included in CHC

Dental Services Policy and Procedures Manual.

D. Dental Services Same Day Service Policy: To insure that all dental emergency patients are initially screened for the purposes of providing proper treatment, all patients who present themselves to the dental clinic between 7:30 a.m. - 12:30 p.m. will be evaluated by a licensed dentist. All patients diagnosed with conditions requiring same-day-services as determined by a licensed dentist will be treated that same workday unless the patient requires a procedure not normally offered at the CHC. In such a case, referral will be arranged that same workday by the contract dentist. Patients presenting themselves to the dental clinic as emergency patients who are actually seeking non-emergency elective procedures may be scheduled for a future appointment after screening.

E. Support Services: Contractor shall be responsible for providing all support services necessary to the functioning of the dental program. This includes but is not limited to clerks, receptionists, dental assistants and necessary laboratory services, including prostheses.

F. Dental Records: Contractor shall maintain dental records in accordance with CHC standards. This includes filing all related correspondence in the CHC Medical Records Department, with a copy retained in the patient's dental records or those of patient's primary health provider.

G. Administrative Services: Contractor shall be responsible for the overall management and coordination of the dental service program and all liaison activities necessary for the maintaining of good relations between its staff and other CHC staff. Contractor shall be responsible for attendance and participation at all required administrative, County, and mandatory staff training committee meetings to include but not limited to: Infectious Control, Quality

Assessment, and Safety Committee, The Joint Commission preparation and CHC mandatory staff training, Safety Diversity Violence in the Work Place, etc., subcommittee. County Contract Coordinator will provide schedules of regularly scheduled meetings as soon as they become available.

(1) Work Control: Contractor shall establish and maintain a work control system which will include a daily log of all service requests.

(2) Reports: Contractor shall provide all required reports, forms and other correspondence at the time, frequency and in the number of copies as required by Administrator. Contractor shall enter encounter data daily. These include, but are not limited to, monthly statistical and Daily Patient Reports.

(3) Facility Maintenance: Contractor shall maintain the CHC area it occupies in a neat and orderly condition at all times. Contractor shall immediately notify Administrator of all necessary repairs,

(4) Policy and Procedure Manual Review: Contractor shall review dental policy and procedures at the CHC and make recommendations for changes to the Administrator, as necessary.

(5) Equipment and Supply Responsibilities: Contractor shall be responsible for (1) providing budget information, upon request, to support the acquisition of any replacement of County equipment; (2) keeping a current list of County-supplied equipment; and, (3) keeping the maintenance history on all equipment.

(6) Staff Supervision: Contractor is responsible for total staff supervision including, but not limited to, staff attitude and conduct; staff assignments; staff professionalism and competence in providing services;

established procedures in treatment, infection control, isolation and sanitation; and the accuracy and completeness of entries into dental records.

(7) Training Programs: Contractor shall provide CHC with qualified personnel required to implement new training programs upon mutual agreement between administrator and contractor.

EXHIBIT B

BILLING AND PAYMENT

1. County's Payment:

A. County's payments to Contractor for its performance hereunder shall be made each calendar month during the term of this Agreement, as set forth in Paragraph 1 (Term) of the body of this Agreement, subject to payment computation methodologies described below.

B. The County may, at any time, during the term of the Agreement request additional services within the general scope of the Agreement, if sufficient monies are available, and upon Director's specific approval, and authorize payments not to exceed ten percent (10%) of the County's maximum obligation.

C. The monthly charge ("Basic Monthly Charge") to County for services provided per calendar month shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by twelve (12).

D. After the end of each calendar month, Contractor shall present its bill consisting of the Basic Monthly Charge for such calendar month. If the Agreement terminates on a date other than the last day of a calendar month, then the Basic Monthly Charge shall be prorated and the resultant reduced amount shall be billed. County shall reimburse Contractor within thirty (30) days of receipt of Contractor's monthly bill.

2. Description of Cost Items in Schedule 1:

LABOR	Consists of salaries and wages, employee benefits, health benefits, etc. for on-site Contractor personnel

	providing services under this Agreement at CHC.
SERVICES AND SUPPLIES	Consists of employee training, other labor, travel, relocation and recruitment costs and consumable office supplies and small hand equipment.
EQUIPMENT	Consists of actual lease/purchase payments on equipment leased/purchased.
OTHER DIRECT COSTS	Start-up costs (all start-up costs must be included in the first contract year budget only).
INDIRECT COSTS	Consists of company profit and Contractor's administrative charges to County for the administration of all services hereunder.

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EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET

Exhibit B

DIRECT COSTS	BUDGETED COSTS					
Labor (Management/Staffing)	Year 1	Year 2	Year 3	Year 4	Year 5	**Total Maximum Cost (Years 1-5)**
Salaries and Wages	$451,152	$468,296	$486,091	$504,562	$523,736	$2,433,837
Employee Benefits[1]	$ 67,692	$ 70,264	$ 72,934	$ 75,706	$ 78,583	$ 365,179
Health Insurance[1]	$ 18,000	$ 18,684	$ 19,394	$ 20,131	$ 20,896	$ 97,105
Subtotal Labor	$536,844	$557,244	$578,419	$600,399	$623,214	$2,896,121
Services and Supplies (S & S)						
Consumable Supplies	$ 45,000	$ 46,710	$ 48,485	$ 50,327	$ 52,240	$ 242,762
Small Hand Tools	$ 3,000	$ 3,114	$ 3,232	$ 3,355	$ 3,483	$ 16,184
Radiation Monitoring	$ 576	$ 598	$ 621	$ 644	$ 669	$ 3,107
Laboratory Fees	$ 24,000	$ 24,912	$ 25,859	$ 26,841	$ 27,861	$ 129,473
Subtotal Services & Supplies	$ 72,576	$ 75,334	$ 78,197	$ 81,168	$ 84,252	$ 391,527
Equipment[2]						
New (Attach detailed listing of items)	$0	$0	$0	$0	$0	$0
Replacement	$0	$0	$0	$0	$0	$0
Lease	$0	$0	$0	$0	$0	$0
Installation (if any)	$0	$0	$0	$0	$0	$0

EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET (Cont'd)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Maximum Cost (Years 1-5)
Equipment (cont'd)						
Other (specify)	$0	$0	$0	$0	$0	$0
Subtotal Equipment	$0	$0	$0	$0	$0	$0
Other Direct Costs						
Maintenance	$ 3,000	$ 3,114	$ 3,232	$ 3,355	$ 3,483	$ 16,184
Alterations and Repairs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Subtotal Other Direct Costs	$ 3,000	$ 3,114	$ 3,232	$ 3,355	$ 3,483	$ 16,184
Start up Costs[3]	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Total Direct Costs	$612,420	$635,692	$659,848	$684,922	$710,950	$3,303,832
INDIRECT COSTS						
General & Administrative Overhead	$ 11,360	$ 11,792	$ 12,240	$ 12,705	$ 13,188	$ 61,284
Management Support Costs, if applicable	$ 7,650	$ 7,941	$ 8,242	$ 8,556	$ 8,881	$ 41,270
Cost of payroll processing	$ 55	$ 57	$ 59	$ 62	$ 64	$ 297
Gross Profit/Fee (specify)[3]	$ 30,621	$ 31,785	$ 32,992	$ 34,246	$ 35,547	$ 165,192
Total Indirect Costs	$ 49,686	$ 51,574	$ 53,534	$ 55,568	$ 57,680	$ 268,042

EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET - (Cont'd)

		Year 1	Year 2	Year 3	Year 4	Year 5	Total Maximum Cost (Years 1-5)
GRAND TOTAL DIRECT & INDIRECT COSTS/EXPENSES (ANNUAL FIXED REIMBURSEMENT AMOUNT)		$662,106	$687,266	$713,382	$740,491	$768,629	$3,571,874
BASIC MONTHLY CHARGE (ANNUAL FIXED REIMBURSEMENT AMOUNT DIVIDED BY 12)		$ 55,175.50	$ 57,272.17	$ 59,448.50	$ 61,707.58	$ 64,052.42	
PER HOUR RATE FOR EXTRA HOURS AMOUNT[4]	Standard Time	$ 300	$ 310	$ 320	$ 330	$ 340	$ 0
	Overtime	$ 450	$ 465	$ 480	$ 495	$ 510	$ 0

(1) Attach a separate sheet listing the employee benefits paid by Contractor, the percentage contributed (or rate), and the employees eligible to receive offered benefits.

(2) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date of any resultant contract. Only the first contract year costs, i.e., 12 months of depreciation (equipment)should be shown on the Line Item Budget.

(3) List each cost item on a separate line. If there is not enough space on this sheet, attach a separate page for the remaining line items.

(4) The County reserves the option to provide these services or to obtain these services from another vendor.

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY

A. Introduction

The Contractor is expected to perform all services described in the RFP. This Exhibit describes certain required services which will be monitored by the County during the term of the contract, and for which the Contractor may be assessed financial deductions (Unsatisfactory Performance Deductions) from the Basic Monthly Charge if the service has not been satisfactorily provided. The charts at the end of this Exhibit indicate each such service, the service indicators, the service standards, the maximum allowable deviations from perfect performance or the Acceptable Quality Level (AQL) before Unsatisfactory Performance Deductions shall be applied, the County's method of monitoring, and the Unsatisfactory Performance Deductions which shall be made from the Basic Monthly Charge if the County determines, in its sole discretion, that the particular service has not been satisfactorily provided. The County expects a high standard of Contractor performance under the contract and shall monitor a broad range of services specified in the contract beyond those listed in this Exhibit. DHS will make every effort to work with the Contractor to resolve any areas of difficulty. However, it is the Contractor's responsibility to satisfactorily provide all the services in Exhibit A (Performance Work Statement), some of which are summarized in the Exhibit.

B. Performance Requirements Summary Charts

The Performance Requirements Summary Charts at the end of this Exhibit:

- List some of the services considered important to acceptable contract performance (Column 1 of each chart).
- Show some of the service indicators for each such service (Column 2).

- Define the standard of performance for each such service (Column 3).
- Show the maximum allowable degree of deviation from the Acceptable Quality Level (AQL) for each such service that is allowed before the County shall deduct from the Basic Monthly Charge (Column 4).
- Show the principal quality assurance method(s) the County will use to monitor and evaluate the Contractor's performance in meeting the contract requirements for each such service, and the frequency of such monitoring (Column 5).
- Show the dollar amount, or method of calculating the dollar amount, that shall be deducted from the Basic Monthly Charge if the County determines, in its sole discretion, that the service has not been satisfactorily performed (Column 6).

C. Quality Assurance

Contractor's performance shall be compared each calendar month to the performance standards and AQLs using the Quality Assurance Monitoring Plan (QAMP).

The County shall use a variety of methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- One hundred percent inspection (review) of maintenance records.
- Complaints received by facility.
- County Administrative and support staff complaints.
- Random sampling of dental radiographs, records, referrals, reports and logs. An audit shall be performed by the Quality Assurance Evaluator (QAE).

- Patient survey and/or random patient interviews.
- Other methods deemed by the Administrator to be appropriate for the evaluation of the Contractor's performance.

D. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of deficiencies found by the QAE during contract monitoring does not exceed the number of deficiencies allowed by the AQL for that service. When the performance is unacceptable, the Contractor shall complete a Contract Discrepancy Report (CDR). The CDR requires the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. Unacceptable service performance shall result in Unsatisfactory Performance Deductions as described in Section E below.

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deductions, the Contractor must, as soon as possible, remedy any and all deficiencies in the provision of services, and, as deemed possible or feasible by the Director perform such services again at an acceptable level.

E. Unsatisfactory Performance Deductions

If the service performance variance exceeds the AQL, the County shall assess Unsatisfactory Performance Deductions in the amount of Fifty Dollars ($50) for each point over and above the maximum allowable of ten cumulated points per calendar month for all services shown on the Charts at the end of this Exhibit, provided that all determinations to levy such amounts shall be subject to the approval of the CEO. The CEO shall evaluate the Contractor's explanation on the CDR, and if the Director

determines, in his sole discretion, that the particular defective performance for the particular service was caused by County's failure to fulfill contractual obligations, accident, strike, or similar occurrence beyond the control and without the fault or negligence of the Contractor, then the Director may decline to count such point(s) as defective performance for such month. A point system shall be used to determine the amount of Unsatisfactory Performance Deductions to be assessed when the performance variance exceeds the AQL. Points for all services on the Charts will accumulate each calendar month. A maximum of ten (10) points shall be allowed to accumulate per calendar month before a deduction can be made from the Basic Monthly Charge. For example, if the cumulative point total for all required services for a particular month is seven (7), no assessment for Unsatisfactory Performance Deductions shall be made because seven is within the maximum allowable points per month. However, if the total cumulative points for the month is thirty (30), the assessed Unsatisfactory Performance Deductions would be One Thousand Dollars $1,000.00 (i.e., 20 points x $50.00).

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PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Repair/maintain equipment	Documentation in maintenance records and logs	All dates for repair/maintenance recorded.	5%	Inspection and checklist review of records and logs for calendar month.	5 points for each infraction exceeding AQL.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Provide minimal service level	Documentation in charts and logs and radiographs taken	Contractor shall provide service in number and scope as indicated in Dental Services Policy and Procedure Manuals.	0%	Random sampling of all charts, radiographs and logs for service provided in calendar month (lot size shall include all logs, charts and radiographs on	15 points for each infraction.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Prepare all required reports and forms per instruction	Completed forms and reports.	Forms and reports shall be completed daily, weekly, monthly, as required by Administrator.	10%	Random sampling of all forms and reports (lot size shall include all required forms and reports for the calendar month).	5 points for each incomplete form or report. Incomplete means failure to comply with CHC or PHC written instructions.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Provide treatment as required	Documentation in patient charts, and radiographs	Each patient's treatment shall conform to provider recommended treatment plan and patient need.	0%	Random sampling of patient's radiographs, charts, and logs (lot size shall include all patients receiving treatment in the calendar month).	15 points for each unjustified deviation from provider treatment plan included in sample.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Complete evaluation and treatment plan on each patient.	Documentation in patient records.	Each patient's dental record shall have a patient treatment plan.	0%	Random sampling of all patient records (lot size shall include all new patients provided in the calendar month).	5 points for each undocumented treatment, incomplete record or inappropriate referral in sample.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Contractor participation in regular scheduled Administration meetings	Attendance by Dental Director or designee	All regular scheduled Administrative meetings shall be attended by Dental Director or designee.	0%	Complaints by Administrator.	One point for first absence and 10 points for each additional absence during calendar month.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Contractor participate in The Joint Commission survey preparation and completion.	Maintenance of all The Joint Commission requirements	All applicable The Joint Commission requirements shall be met and maintained by Contractor.	0%	Results of mock The Joint Commission survey, spot checks by QAE, and The Joint Commission site visit report.	15 points for each infraction. $1,500 for each The Joint Commission Type I finding related to the dental service.

EXHIBIT D

LIVING WAGE PROGRAM

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

2.201.010 Findings

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles.

2.201.020 Definitions

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

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

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

C. "Employer" means:

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

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

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

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

services contracts; or

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

D. "Full Time" means a minimum 40 hours worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 ' 1 (part), 1999.)

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et.seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective Effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. *It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 ' 1 (part), 1999.)

***Editor's note**: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of Living Wage

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

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

C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other Provisions

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

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

C. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Executive Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

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

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

2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Executive Officer, or to the County Auditor Controller, or to the County Department Administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 ' 1 (part), 1999.)

2.201.070 Employee Retention Rights

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

A. "Retention employee" is an employee of a predecessor employer.

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

2. Who has been employed by an employer under a predecessor

Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract, and

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

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

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

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

2. Fails to meet any other County requirement for employees of a Contractor.

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

2.201.080 Enforcement and Remedies

For violation of any of the provisions of this chapter:

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

B. The County Department Head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer.

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

2. Recommend to the Board of Supervisors the termination of the contract; and/or

3. Recommend to the Board of Supervisors that an employer be barred from award of future County contacts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions

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

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

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

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

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

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

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

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

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officer, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 ' 1, 1999: Ord 99-0048 ' 1 (part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect (Ord. 99-0048 ' 1 (part), 1999.)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

_____

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E.1

NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

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

_____

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11).

- -

I, _____, the undersigned am
(Name - print)

_____ with the authority to act
(Position in business)

for and on behalf of _____,
(Name of business and/or contractor)

certify under penalty of perjury that the records or copies

thereof submitted and consisting of _____
(description, no. of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: _____ Signature_____

A public entity may require a more strict and/or more extensive form of certification.

EXHIBIT G

EDWARD R. ROYBAL
COMPREHENSIVE HEALTH CENTER

ESTIMATED NUMBER OF PROCEDURES TO BE PROVIDED ANNUALLY*

I. Procedures	Number Per Year
Diagnostic	18,926
Preventative	4,691
Restorative	3,254
Endodontics	1,137
Periodontics	2,969
Prosthodontic	347
Oral Surgery	397
Other*	3,354
Total	35,075

II. Patient Visits 9,954

*May include denture fittings, denture adjustments, and denture preparation.

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over $2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2001 are less than $32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of $791, he or she must file a 2001 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT

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

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

Therefore, the parties agree as follows:

DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

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

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

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

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

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

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

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 525
Los Angeles, CA 90012

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

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

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

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

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

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

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief

statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

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

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

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

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

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of

subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

MISCELLANEOUS

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

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

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

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

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

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

EXHIBIT J

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

EXHIBIT J

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT J

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles.

Qué es la Ley de Entrega de Bebés Sin Peligro?

a Ley de Entrega de Bebés Sin Peligro de California permite los padres entregar a su recién nacido confidencialmente. iempre que el bebé no haya sufrido abuso ni negligencia, adres pueden entregar a su recién nacido sin temor a ser mestados o procesados.

¿Cómo funciona?

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

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Exhibit K

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	ADVANCED BUILDING MAINTENANCE
Alias:	
Debarment Start Date:	6/14/2005 **Debarment End Date:** 6/13/2008
Principal Owners and/or Affiliates:	Michael Sullivan Erlinda Sullivan

Vendor Name:	INSPECTION ENGINEERING CONSTR
Alias:	Inspection Engineering Construction
Debarment Start Date:	6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi

Vendor Name:	MTS ADVANCED CORP.
Alias:	
Debarment Start Date:	2/8/2005 **Debarment End Date:** 2/7/2008
Principal Owners and/or Affiliates:	Emir Khan / Zulaine Hernandez

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature

Date

Name and Title (please type or print)

EXHIBIT II

DENTAL SERVICES AGREEMENT FOR

EL MONTE

COMPREHENSIVE HEALTH CENTER

AGREECD4350.ABV

DECEMBER 2007

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AGREECD4350.ABV

CONTRACT NO._____

DENTAL SERVICES AGREEMENT FOR

EL MONTE COMPREHENSIVE HEALTH CENTER

THIS AGREEMENT is made and entered into this 18th day of December, 2007

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

and ROGER P. FIELDMAN, DDS, INC. (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 (hereafter "DHS"), the Los Angeles County Comprehensive Health Center,(hereafter "CHC"); and

WHEREAS, non-Hospital based dental services are necessary for the needs of certain sick or injured County patients; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing non-hospital based dental services as described hereunder and possesses the competence, expertise, and personnel

29416

required to provide such services; and

WHEREAS, in response to County's RFP for such services, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, based on competitive negotiation, DHS has selected Contractor for recommendation to County's Board of Supervisors to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004, 26227, and 31000 and California Health and Safety Code Sections 1441, 1445, and 1451.

NOW THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall commence on November 1, 2007 and shall continue in full force and effect through October 31, 2012. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six (6) months, through April 30, 2013, upon the mutual agreement of both parties and contingent upon availability of funds.

B. Contractor may terminate this Agreement by giving at least sixty (60) days prior written notice to County in the event County materially fails to discharge its obligations hereunder. Contractor's failure to exercise this right of termination shall not constitute a waiver of such right which may be exercised in the event of any subsequent breach. Termination provisions for County are found in Paragraphs 5 (County's Obligation for Future Fiscal Years), 8 (Indemnification and Insurance), 9 (Contractor Performance During Civil Unrest or Disaster), 13 (Nondiscrimination in Employment and Affirmative Action), 17 (Covenant Against Contingent Fees), 20 (Records and Audits), 27 (Termination for Insolvency), 28 (Termination For Default), 35 (Termination for Gratuities), 36 (Termination for Improper Consideration), 37 (Termination for Convenience), 56

(County Lobbyists), 64 (Compliance with Living Wage Program), and 65 (Contractor Responsibility and Debarment) below. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records, shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 37 (Termination for Convenience) below.

C. The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the mutual agreement of the both parties. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the extension. Compensation for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

If Director and Contractor mutually fail to agree to extend the Agreement on a month-to-month basis as of the expiration date set forth in Paragraph 1.A above, then the Agreement shall expire on said date.

D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide dental services for the CHC in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

B. All policies, procedures, and standards are provided by the CHC. The

Contractor shall develop from the CHCs' policies, procedures, and standards their operational manual.

3. MAXIMUM OBLIGATION OF COUNTY: The Maximum Obligation of County for Contractor's performance of Proposition A dental services, as set forth in Exhibit A of this Agreement, is Three Million Six Hundred Forty-Four Thousand Eight Hundred Dollars ($3,644,800) for the term of the Agreement commencing the date of Board approval through October 31, 2012.

If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's approval, County may require additional services and authorize to Contractor an increase to the applicable County total maximum obligation as payment for such services of no more than ten percent (10%) at a cost of not more than Three Hundred Sixty-Four Thousand Four Hundred Eighty Dollars ($364,480), as determined by County. If the increase exceeds ten percent (10%) of the County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph of this Agreement.

Upon mutual agreement of County and Contractor, this Agreement may be extended up to six months beginning November 1, 2012 through April 30, 2013. The Maximum Obligation of the County during the extended term of the Agreement shall not exceed Four Hundred Thirty-One Thousand Three Hundred Seventy-Seven Dollars ($431,377).

4. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit B, attached hereto and incorporated herein by reference, on billing forms furnished by County, provided that if County fails to furnish billing forms, Contractor forms will be acceptable.

County shall pay Contractor within thirty (30) days following receipt of a complete and correct billing as provided in Exhibit B.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in 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 County fiscal year for which funds were appropriated. If the Agreement is terminated due to non-appropriation of funds by County, County shall be obligated for Contractor's performance pursuant to the provision of Paragraph 4 "Billing and Payment" up to the date termination as noticed in writing by the County. County shall notify Contractor in writing of such non-allocation of funds within five (5) working days of final decision by the Board on non-appropriation of funds.

6. ADMINISTRATION: Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under Agreement, and (2) to defend the County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. 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 Health Facility Administrator or his duly authorized designee.

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 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.

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

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be the 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 services performed by or on behalf of Contractor pursuant to this Agreement.

D. The Contractor shall adhere to the provisions stated in Paragraph 14 - Confidentiality.

8. INDEMNIFICATION AND INSURANCE:

A. Indemnification: 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 and expense, 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.

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

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department Contract Administrator Name and Address prior to commencing services under this Agremeent. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) 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.

(d) Include copies of the additional insured endorsement to the commerical 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.

(e) 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, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporated surety licensed to transact business in the State of California.

2. 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.

3. 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.

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

(a) 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 24 hours of occurrence.

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

(c) 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.

(d) 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.

5. 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 results to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the

required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7. Insurance Coverage Requirements:

A. 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 $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 Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which 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

D. 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. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

E. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty: $ determined by dept.

F. Performance Security Requirements: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

(1) Performance Bond: A faithful performance bond in an amount equal to 100% of the Agreement award amount and executed by a corporate surety licensed to transact business in the State of California, or,

(2) Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to the County upon demand in an amount no less than $ (determined by

department). Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Agreement.

9. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: 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, as determined by County. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor for which County may immediately terminate this Agreement.

10. LIQUIDATED DAMAGES: All time limits and required acts of Contractor are of the essence for this Agreement. Should Contractor fail to perform or complete the services required to be done within seven (7) days after written notice is provided pursuant to Paragraph 28 (Termination for Default) below, it is mutually understood and agreed that damages will occur and that such damages will be impracticable or extremely difficult to fix as to the extent of actual damages resulting from the failure of Contractor to correct a deficiency within such time frame. A reasonable estimate by the parties of such damage is Two Hundred Dollars ($200) per day for each day exceeding such seven (7) days. Therefore, the parties agree that Contractor shall be liable to County for liquidated damages, and not as a penalty, in the amount of Two Hundred Dollars ($200) per day for each day exceeding such seven (7) days.

Additionally, and notwithstanding the above provision, should Contractor fail to correct deficiencies within such seven (7) days, Administrator may, upon giving five (5)

days notice to Contractor, correct any and all deficiencies. All costs incurred by County, as determined by County, to perform such services by an alternate source, whether with County employees or another Contractor, shall be deducted and forfeited from any amounts due to Contractor from County. Such deductions as well as any deductions pursuant to Exhibit A (Performance Work Statement For Dental Services) and Paragraph 4 (Billing and Payment) of Sample Agreement, shall not be construed as a penalty but as adjustment of payment to Contractor for only the services actually performed, and the recovery of County cost and damages from the failure of Contractor to perform or otherwise comply with the provisions of this Agreement.

11. PERFORMANCE STANDARDS: It is mutually understood and agreed that Contractor's failure to provide timely dental services and HIV/AIDS dental services, to comply with assessment and evaluation plans, to comply with training requirement as described in Exhibit A, or to comply with certain other contract requirements as specified in the Performance Requirements Summary, attached hereto as Exhibit C and incorporated herein by reference, may create damages to County's patients, County's staff, and others and that such damages, from the nature of the case, will be extremely difficult to measure and impractical to fix. Therefore, County and Contractor hereby agree to fix the amounts of such damages in advance as set forth in the Performance Requirements Summary.

The reasonable and necessary cost of investigation by Administrator, as determined by County, of any such failure of performance by Contractor may also be assessed against Contractor as provided in this Paragraph in addition to such amounts provided that failure of Contractor's performance arises out of circumstances under Contractor's control.

All determinations to levy such amounts for damages shall be subject to approval by Administrator. Administrator may decline to levy such amounts for damages if

Administrator determines that the particular violation was caused by a strike or accident or similar occurrence beyond the control and without the fault or negligence of Contractor.

12. 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 all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided in an equivalent manner or at an 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 other than precautions dictated by infectious control procedures; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipient of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

13. NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION:

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 or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: 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.

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.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this 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 Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be

entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records, including, but not limited to, County records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances, rules, directives, and The Joint Commission accreditation standards, relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

15. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of 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 such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

16. CONFLICT OF INTEREST: No County employee whose position in 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 Contractor, 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 the 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 conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

17. 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.

18. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) 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 authorized

representatives, the contracts, 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.

19. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, 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 the payments made by County to Contractor, then the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at Director's sole discretion, deducted from any amounts due County to Contractor whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's total payment obligation for services hereunder be exceeded.

20. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its activities and operations as relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt,

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

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

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

D. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under

this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of County Auditor-Controller, deducted from any amounts due to the Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

E. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with County's Program, that Contractor shall promptly and without delay provide to County, upon written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to work performed by said employees on the Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the Bounty under this Contract is for the purpose of enabling the County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and the County's Program. All such materials and information, including, but not limited to, all financial records, bank

statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

21. REPORTS: Contractor shall make reports in format as required by Director concerning Contractor's activities and operations as they relate to this Agreement. Required reports include, but are not limited to, the following:

A. Monthly reports as determined by the CHC Administrator on the total number of patients, new patients, patient visits, and treatments.

B. Monthly report on equipment needs and dental appliances.

C. All other reports as required by Administrator.

22. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Contractor shall not have any right to, and 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 Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved delegate or

assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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.

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 material breach of the Agreement which may result in the termination of 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.

23. RULES AND REGULATIONS: During the time that Contractor's employees are at the CHC, such persons shall be subject to the rules and regulations of the CHC. Copies of all policies, procedures, rules, and regulations of the CHC will be made available to Contractor by the CHC.

It is the responsibility of Contractor to acquaint such persons who are to provide

services hereunder with such rules and regulations. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from Administrator that: (1) any such employee has violated such rules and regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that Administrator decides that the corrective action taken by Contractor is not sufficient, then: (1) Contractor shall remove or suspend such employee from the provision of services hereunder or take such other action as requested by Administrator, and (2) if Contractor reasonably disagrees with the action requested by Administrator, upon demand by Contractor, County shall immediately indemnify Contractor for any liability and costs, including reasonable attorneys' fees, incurred by Contractor in connection with its defense of any legal action or any administrative proceeding arising from such removal or suspension heard before an appropriate administrative agency or filed in a competent court by any such affected employee.

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

25. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

26. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, within ten days following the execution of this Agreement, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

27. TERMINATION FOR INSOLVENCY:

A. County may cancel forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay it debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a receiver or trustee for Contractor; or

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. 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.

28. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform 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 these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem 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, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of subcontractors, Contractor shall

not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform unless the supplies 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, and unless Contractor knew or should have known within a reasonable time before occurrence that a default was about to occur.

D. If, after notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 37 (Termination for Convenience) below.

If, after Contractor's receipt of a Notice of Termination based on the provisions of this Paragraph, and it is determined that Contractor was not in default or that the default was excusable under the provisions of this Paragraph, Contractor, at its option, may terminate this Agreement. Thereafter, the rights

and obligations of the Parties with respect to payment by County for Contractor performance rendered shall be the same as though a County notice of termination had been issued pursuant to Paragraph 37 (Termination for Convenience).

E. 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.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

29. NOTICE OF DELAYS: Except as otherwise provided hereunder, 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 five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

30. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or oral understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

31. CONFLICT OF TERMS: To the extent that there exists any conflict between the language of this Agreement and that of any of the Exhibit(s) and Schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining Exhibit(s) and Schedule(s) shall govern and prevail in the following order:

1. Exhibit A - Performance Work Statement
2. Exhibit B - Billing and Payment Schedule

3. Exhibit C - Performance Requirement Summary

4. Exhibit D - Living Wage

5. Exhibit E - Contractor Employee Acknowledgement & Confidentiality Agreement

6. Exhibit E.1 - Non-Employee Acknowledgement and Confidentiality Agreement

7. Exhibit F - Notice to Public Entity

8. Exhibit G - Estimated Number of Annual Procedures to be Provided

9. Exhibit I - Business Associate Protected Health Information Disclosure Agreement

10. Exhibit J - Safely Surrendered Baby Law

11. Exhibit K - Debarred Contractors in Los Angeles County

32. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

33. SEVERABILITY: 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.

34. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the Courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los

Angeles.

35. TERMINATION FOR GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one calendar day's notice, if it found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of, such contract; provided, that the existence of the facts upon which County makes such findings shall be in issue and may be reviewed in any competent court. 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.

If Contractor is terminated by County on the basis of the provisions of this Paragraph, and it is determined by a competent court that Contractor did not violate said provisions, then County shall be liable to Contractor for all damages proximately caused by County's erroneous termination.

36. 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 the 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 the Contractor.

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 (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.

37. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement, may be terminated when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written sixty (60) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such for Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

38. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any other person or entity, except as may be otherwise provided herein or required by law. However, in recognition of Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement subject to the following conditions: (1) Contractor shall develop and publicize material in a professional manner, and (2) during the term of this Agreement, Contractor, its employees, agents, and subcontractors, shall not publish or disseminate commercial

advertisements, press releases, opinions, or feature articles, using the name of County without the prior written consent of Director.

39. BUSINESS ASSOCIATE PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT: The performance of Contractor's obligations under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit I (Business Associate Protected Health Information Disclosure Agreement). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Exhibit I) (hereafter "Business Associate Agreement") by and between Contractor (referred to in Exhibit I as "Business Associate") and County (referred to in Exhibit I as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

40. 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.

41. EQUIPMENT AND OTHER PERSONAL PROPERTY INVENTORY: Prior to the commencement of services hereunder, County and Contractor shall take a complete inventory of all equipment and personal property of CHC's Dental Services for each such item.

At the expiration or prior termination of the term of this Agreement, another inventory shall be taken by County and Contractor. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for

its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for normal wear and tear.

At the expiration or prior termination of the term of this Agreement, Contractor shall reimburse County for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

42. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: In order to perform services hereunder and only for the performance of such services, Contractor is authorized to occupy and use at CHC County space and equipment and other personal property as approved from time to time in writing by Administrator whose approval shall be subject to the prior written approval of County's Department of Internal Services and Chief Executive Office.

If, at any time during the term of this Agreement, any space indicated above is not utilized by Contractor for services hereunder, then such space shall be vacated by Contractor and may thereafter be used by County for any purpose.

43. EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment, which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such equipment is not economically feasible and that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County, to obtain and install replacement equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County.

44. ALLOCATED COUNTY COSTS: County costs allocated to or related to CHC's dental services as of the time of commencement of services hereunder, including, but not limited to, utilities, equipment, housekeeping services, and other services provided by other County units, departments, or contractors, shall not be charged to Contractor. Such services shall include the following:

A. Housekeeping services for all floors, walls, windows, restrooms, and offices used by Contractor at the CHC.

B. Telephone instruments and services restricted to locations within Area Codes 213, 310, 323, 562, 626, 714, 818 and 909 for the performance of this Agreement. All other telephone calls shall be paid for directly by Contractor.

C. Utilities at the CHC, including gas, electricity, water, heating and cooling.

D. Regular pest extermination services at the CHC.

E. Hazardous waste shall be handled in accordance with County Rule and Regulation Number 6, Revision I, governing the Management of Infectious Waste in Los Angeles County, and Title 22, Chapter 30, Article 13 of the California Administrative Code.

F. All required County forms and copies of all applicable laws, regulations, directives, and other provisions to Contractor at the CHC.

G. Parking for Contractor staff in accordance with the CHC's Policy.

H. Pictured ID badges for Contractor staff.

I. All medications and prescriptions.

45. ALTERATIONS AND REPAIRS:

A. In the event that Contractor proposes any alteration or repair of any County facility or building, then prior to the commencement of any such alteration

or repair, Contractor shall obtain the prior written approval of the plans and specifications for such alteration or repair from Director and County's Internal Services Department; County's Internal Services Department may condition its approval upon the posting of such performance and labor and material bonds (with County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alteration and repair. In the event that the estimated cost of any such alteration or repair, including labor and material, exceeds Ten Thousand Dollars ($10,000), then such alteration or repair may be subject to the competitive bidding requirements of State law. The financing and performance of any such alteration or repair shall be subject to the provisions of the State constitution, statutes, and regulations, including, but not limited to, the prevailing wage and hour provisions of the California Labor Code, and County ordinances as well as the prior written approval of Director and County's Internal Service Department. Any alteration or repair of County premises hereunder shall become County property, or County may require Contractor, at its expense, to restore County premises to the condition as existed prior to any such alteration or repair.

46. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS:

A. Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor, its employees, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty days after the occurrence, and in accordance with Paragraph 45 (ALTERATIONS AND REPAIRS).

B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct such costs from any amounts due to Contractor from County.

47. COUNTY APPROVAL OF CONTRACTOR'S EMPLOYEES: Contractor's Dental Services Supervisor and other professionals, as determined by County, to be provided at the CHC may be interviewed by Administrator for verification purposes to confirm existence of employee's required licenses and other credentials and shall be subject to the credentialing process and changes in County's credentialing process.

48. CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

Contractor shall notify County within one business day when staff is terminated from working on this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from County Agreement.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County photo identification badge at the time of removal from working on the Agreement.

49. PHYSICAL EXAMINATIONS: Contractor shall have each of its

employees who performs services under this Agreement examined by a duly licensed physician for fitness prior to such employees' performance of services hereunder, as well as yearly physical examinations thereafter.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results. Documentation shall be presented for the Administrator at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing such service.

50. REFERRAL OF COUNTY EMPLOYEES FOR EMPLOYMENT WITH CONTRACTOR: Contractor shall accept referrals from DHS Human Resources of qualified County employees for consideration of employment with Contractor. Such consideration for employment shall be limited to the vacancies in Contractor's staff needed to perform services under this Agreement. If such referrals are offered employment, such offers shall be made once, shall be in writing, shall indicate whether the position is full-time or part-time, and shall be valid for a period of ten calendar days from the date the offer is made, unless such period is extended at Contractor's option. Such offers shall be for vacancies which occur in Contractor's staff, beginning with County's Board of Supervisors approval of this Agreement and throughout the term of this Agreement. Employment offers to County's employees shall be under at least the same conditions and rates of compensation which apply to other persons who are employed or may be employed by Contractor. Contractor shall maintain records of such offers to include a description of the position and duties, the rate of pay and fringe benefits, and whether the allotted time period. County employees who are employed by Contractor under this Paragraph shall not be discharged during the term of this

Agreement except for cause. At the time of any such discharge for cause, Contractor shall notify DHS Human Resources staff and/or other County staff designated by Executive Director.

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.

51. 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, the County, its offices, 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.

52. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standard Act, and shall indemnify, and hold harmless the County, 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 services performed by the Contractor's employees for which the County may be found jointly or solely liable provided that

County's liability is not based on Contractor's actions or inactions if said actions or inactions are performed in compliance with the terms of this Agreement.

53. SUBCONTRACTING: All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Contractor shall include in all subcontracts the following provisions: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor except where other wise noted.

54. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 United States Code Sections 2000e through 2000e (17), to the end that no person shall, on grounds of religion, race, color, sex or national origin, 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.

55. 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.

56. COUNTY LOBBYISTS: Contractor and each County Lobbyist or County Lobbying 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 lobbying firm 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.

57. INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND DISPUTES: Should any misunderstanding arise, Director will interpret the Agreement. If the Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation, Contractor may file a written request with the Director for a hearing before a Disputes Review Panel as provided below. The written request shall outline in detail the area of dispute.

The Disputes Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of dental services contracts. The Panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

58. 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 Purchase Order or Agreements 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 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 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

59. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 28 "Termination for Default".

60. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent

Parents" poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

61. 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 the Agreement in jeopardy if not corrected will be reported to County's 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 Agreement or impose other penalties as specified in Agreement.

62. 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 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.

63. 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 for in Internal Revenue Service Notice 1015, Exhibit H.

64. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit D and incorporated by reference into and made a part of the Contract.

B. Payment of Living Wage Rates:

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

a. Not less than $11.84 per hour if, in addition to

the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

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

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

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

3. If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period.

The County may also require, at any time during the contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required

to pay the living wage for the remaining term of the Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification

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

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

E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports.

Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

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

G. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment

to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's continued failure to submit accurate, complete, timely and properly certified

monitoring reports may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

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

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to

fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages for $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

3. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

H. Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood

and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

K. Employee Retention Rights:

Note: This paragraph applies only if the Contract involves the provision of services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee"

is an individual:

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

b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

2. Contractor is not required to hire a retention employee who:

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

b. Fails to meet any other County requirement for employees of a contractor.

3. Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

L. Neutrality in Labor Relations: Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations

incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

65. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 with only responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that 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 not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with 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 County or any other public entity.

D. If there is evidence that 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.

E. 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.

F. 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 Hearing Board.

G. 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (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.

H. 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.

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.

I. These terms shall also apply to Subcontractors of County Contractors.

66. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION (45 C.F.R. Part 76)</u>: 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, 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. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

67. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor, agrees to use recycled-content paper to the maximum extent possible on this Contract.

68. COMPLIANCE WITH JURY SERVICE PROGRAM:

68.1 This Agreement is subject to the provisions of County's ordinance entitled ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

68.2 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 days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

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

68.4 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall

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

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

69. SAFELY SURRENDERED BABY LAW:

69.1 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. 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. See Exhibit J herein. 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 .

69.2 Notices to Employees Regarding the Safely Surrendered Baby Law:

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

70. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons 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 giving ten (10) days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

LAC+USC Healthcare Network
1200 North State Street
Los Angeles, California 90033

Attention: Executive Director

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

Attention: Administrator

Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Roger P. Fieldman, DDS, Inc.
130 South Alvarado Street
Los Angeles, CA 90057

Attention: Roger P. Fieldman, DDS

71. ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not have any right to, and 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 Paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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, 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 material breach of the Agreement which may result in the termination of 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.

72. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM ORDINANCE: This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of

having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

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

73. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit L, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

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

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

75. 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.

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

/

COUNTY OF LOS ANGELES

By _____
YVONNE B. BURKE
Chair, Board of Supervisors

ATTEST:
Sachi Hamai
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

Roger P. Fieldman, DDS, Inc.
Contractor

By _____

ROGER FIELDMAN, DDS
Print Name

Title PRESIDENT
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY COUNTY COUNSEL:

By _____
Maya Lee
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 DEC 18 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

PROP A DENTAL

76419

EXHIBIT A

PERFORMANCE WORK STATEMENT

EL MONTE COMPREHENSIVE HEALTH CENTER

1. GENERAL: The Contractor shall provide on-site dental, support and administrative services at the El Monte Comprehensive Health Center (CHC) under the direction of Administrator. Contractor shall modify Patient Mix within the Scope of Work of this Agreement to meet current CHC dental needs, after notification from Administrator or Dental Director(s). Additionally, the Contractor may provide outreach public health dental services to minor children under the age of fourteen (14) years. Such services shall include, but are not limited to, the provision of administrative, support and professional staff. Contractor must perform to the standards in Exhibit C, Performance Requirements Summary and within any accreditation and licensing requirements set by any regulatory agency, including, but not limited to The Joint Commission and California Medical Association.

2. DEFINITIONS:

A. Acceptable Quality Level (AQL): The Acceptable Quality Level is the maximum allowable leeway or variance from a performance standard before the County will reject the specific service and may make Unsatisfactory Performance Deductions from payment to the Contractor, as described in Exhibit C. An AQL does not allow the Contractor to knowingly offer unsatisfactory service, but recognizes that defective performance may sometimes occur. If the defective performance does not exceed the AQL, the County will accept the service and will not make unsatisfactory performance deductions.

B. Administrator: The Administrator is the County's Chief Executive Officer of the Comprehensive Health Center, or his duly authorized designee.

C. Broken/Cancelled Appointments: The number of scheduled patients who did not show up for the clinic session or who cancelled the appointment.

D. Clinic Session: A period of time per provider set aside in advance for the purpose of delivering specific services to patients in an organized manner.

E. Contract Discrepancy Report (CDR): The Contract Discrepancy Report is a report used by the County's Quality Assurance Evaluator to record contract information regarding discrepancies or problems with the Contractor's performance. If the Contractor's performance is judged unsatisfactory, the Quality Assurance Evaluator shall forward a Contract Discrepancy Report to the Contractor for his response.

F. Contract Year: The first Contract Year of the contract will begin on date of implementation and run for a twelve (12) month period. Each subsequent contract year shall be a twelve (12) month period.

G. INTENTIONALLY BLANK

H. County Contract Coordinator: The County Contract Coordinator is the person authorized to administer the contract on behalf of the County. This person may also serve as the County's Quality Assurance Evaluator and/or the Administrator of the CHC.

I. Culturally Appropriate: "Culturally Appropriate" shall mean the capacity of Contractor staff to effectively identify the health practices and behaviors of target populations; design programs, interventions, and services which effectively address cultural and language barriers to the delivery of appropriate and necessary health care services; and to evaluate and contribute to the ongoing improvement of these efforts, including, but not limited to, access to care, patient satisfaction, promoting compliance with treatment regimens, and the promotion of more effective health efforts.

J. Dental Director: Dental Director is the person designated by the County to manage provision of dental services at the CHC. The Dental Director will provide program direction to the Contractor.

K. Dental Supervisor: The Dental Supervisor is the person designated by the Contractor to be responsible for the overall operation of the dental services program, or his duly authorized designee.

L. Director: The Director is the Director of the County's Department of Health Services, or his duly authorized designee.

M. Linguistically Competent: Linguistically Competent shall mean the ability of health professionals to communicate effectively in the language of the patient population to ensure that patients understand and are willing to follow post treatment instructions.

N. Patient Mix: Patient Mix refers to the various types of CHC patients, e.g., adult, children, adolescent, CHDP, General Relief, emergency, elective, etc.

O. Patient Visit: A primary dental service provided to a patient with a dental need by one (1) or more members of the unit staff present during a clinic session. The maximum number of clinic visits per patient per categorical clinic session is one (1).

P. Performance Requirements Summary (PRS): The Performance Requirements Summary is Exhibit C which summarizes certain required services under the contract, key performances indicators, service standards, maximum allowable deviations from perfect performance before Unsatisfactory Performance Deductions may be applied, County method(s) of monitoring, and the amount of unsatisfactory performance deductions.

Q. Physician Specialist: A Board certified physician in a specialty area licensed to practice in the State of California.

R. Provider: A provider is defined as any clinic employee who assumes primary judgement in the diagnosis and/or treatment of a patient during a clinic session. Provider subcategories include: Clinician (Dentist), Mid-Level Provider (Dental Hygienist),and Other Staff (Dental Assistant, X-Ray Tech).

S. Support Staff: Any non-clinical or certified employee who carries out, assists or dispenses orders under the supervision of a provider. Support staff do not exercise independent judgement in the treatment of patients. Support staff categories include clerical, administrative, and attendant staff.

T. Quality Assurance Evaluator (QAE): The Quality Assurance Evaluator is a County employee responsible for monitoring of the Contractor's clinical performance. This person may also serve as the County Contract Coordinator.

U. Quality Assurance Monitoring Plan (QAMP): The Quality Assurance Monitoring Plan is a document for County use in monitoring the Contractor's performance for each service listed in Exhibit C (Performance Requirements Summary).

3. PERSONNEL:

A. County Contract Coordinator: The County Contract Coordinator shall be responsible for providing direction to the Contractor in areas relating to policy, information and procedural requirements.

B. Contractor's Dental Supervisor: Contractor shall provide a full-time employee as an on-site Dental Supervisor, who shall be responsible for the overall management and coordination of services provided under the contract. County shall have the right to approve or disapprove the Contractor's candidate for Dental Supervisor, and shall be notified of such candidate at least thirty (30) days before implementation of contract services. Changes in Dental Supervisor during the contract term shall be made only with the prior written approval of the

County. The County reserves the right to require a change of Dental Supervisor or any other Contractor employee during the term of the contract, provided exercise of said rights is based on a failure of performance as defined in the terms of this Agreement and attachments hereto or on failure to adhere to rules and regulations of County CHC, which failure causes substantial and adverse effect on CHC patients or employees as determined by County. The Dental Supervisor, or an equally responsible and qualified person designated in writing and previously approved by the County to act on the Contractor's behalf, must be present at the CHC during all normal business hours. The Dental Supervisor must be licensed to practice dentistry in California.

C. Contractor Provided Staff: Contractor shall provide all staff, in addition to the Dental Supervisor, necessary to accomplish the required services. All Contractor provided staff shall be supervised by the Contractor. Contractor shall ensure that all Contractor staff have appropriate credentials and licenses commensurate with job responsibility. Credentialing packages for each employee must meet The Joint Commission regulations, as determined by County. All credentials and licenses must be provided for administrative review prior to staff assuming job responsibilities. Contractor shall be responsible for ensuring sufficient bilingual staff to provide services, but at least twenty percent (20%) of Contractor's staff must be fluent in speaking and understanding Spanish, to be available at all times during workdays for translation and interpretation.

D. Contractor Employee Acceptability: Contractor shall be responsible for immediately removing and replacing any employee for cause when requested to do so by the County Contract Coordinator.

E. Reporting Requirement and County Administrative Controls:

Contractor shall function in the capacity as the Dental Service Program on behalf of the CHC and shall report to and be responsible to the Administrator, subject to the limitations and provisions of Paragraph 7, INDEPENDENT CONTRACTOR STATUS, of the body of this Agreement, and shall prevail in regard to this Paragraph. Contractor shall have the authority and responsibility for assuring that established CHC policies, as they relate to CHC dental services, as they exist now or may exist in the future, are carried out, and that the overall coordination and integration of dental services are maintained. Contractor's management staff, as mutually agreed between Contractor and Administrator, shall function as part of the CHC's management team in an effort to reduce costs, increase productivity and enhance the quality and level of dental services provided.

4. QUALITY CONTROL PLAN: Contractor shall establish and maintain a Quality Control Plan (Plan) designed to assure The Joint Commission requirements of this Agreement are met. Contractor shall provide a copy of said Quality Control Plan to the Administrator prior to the commencement of services hereunder and such plan shall be reviewed annually or as changes occur. The plan and any changes thereto shall be subject to the prior written approval of the CHC's Administrator. The plan shall include, but is not limited to, the following:

A. The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable, including, but not limited to, patient waiting time, complete and timely reports, audits and peer reviews.

B. The methods for continuing to assure provision of dental services to CHC in the event of an employee shortage or strike.

C. The methods of assuring that confidentiality of patient records is

maintained while in the custody of the Contractor and that records are not removed from the CHC.

5. PERFORMANCE MONITORING: County shall monitor the Contractor's performance under this contract using procedures specified in the Performance Requirements Summary, Exhibit C. All monitoring observations shall be recorded by the County. Significant deviation from performance standards as indicated in Exhibit C may result in unsatisfactory performance deductions being applied against the Basic Monthly Charge as provided for in Exhibit C.

A. If performance standards discrepancies are noted by the County, a Contract Discrepancy Report shall be issued to the Contractor.

B. Upon receipt of a Contract Discrepancy Report, Contractor shall respond in writing to the County Contract Coordinator within five (5) work days acknowledging the reported discrepancy(ies) or presenting contrary evidence and presenting a program for immediate correction of all failures in performance which have been identified.

C. Contractor shall remedy any performance defect identified by re-performance of the work or corrective action despite imposition of Unsatisfactory Performance Deductions.

D. Dental Supervisor shall meet with the County Contract Coordinator weekly for the first two (2) months of the contract term and at regularly scheduled intervals, as mutually agreed upon, during the remaining term of the contract. The purpose of such meetings shall be the exchange of information between the County Contract Coordinator and the Contractor, and the discussion of policy and procedural matters relevant to the Contractor's performance and the County's monitoring function.

6. PHYSICAL SECURITY: Contractor shall be responsible for safeguarding

all County and Contractor property provided for the Contractor's use. At the close of each workday, all supplies, equipment, and other personal property shall be secured by Contractor. Contractor shall be responsible for immediately reporting to Administrator any theft or loss of equipment, supplies and other personal property.

Contractor shall establish and implement methods of insuring that all keys issued to Contractor by the County are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor by the County shall be duplicated. Contractor shall develop procedures assuring adequate key control. Contractor shall provide the County Contract Coordinator with a list of all Contractor personnel who have been issued keys. County shall maintain the master keys for the facility. Any lost keys shall be reported to the County Contract Coordinator within one workday of the discovery of the lost key. Contractor shall be required to pay the cost of any re-keying required due to Contractor's negligence, as determined by County. Contractor shall not be held responsible for loss of County equipment, supplies or other personnel property after applying adequate physical security measures.

7. HOURS OF OPERATION

A. Normal Hours. The Contractor shall maintain service hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, with the possibility of expanding to Saturdays and evening hours of operation (i.e., work days and shifts) as requested by County. County's prior approval must be obtained for any overtime hours.

B. Recognized Holidays. Contractor is not required to provide service on County-recognized holidays. These holidays may change slightly from year to year. The County Contract Coordinator will provide Contractor with a list of holidays for the succeeding year prior to January 1 of that year. In 2007, the holidays are:

Monday, January 1	New Year's Day
Monday, January 15	Martin Luther King, Jr.,Birthday
Monday, February 19	President's Day
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, October 8	Columbus Day
Friday, November 9	Veterans Day
Thursday, November 22	Thanksgiving Day
Friday, November 23	Day after Thanksgiving
Tuesday, December 25	Christmas Day

8. GOVERNMENT OBSERVATIONS: County and personnel from other governmental jurisdictions, other than the County Contract Coordinator and Quality Assurance Evaluator, may from time to time observe contract operations. However, these personnel will not unreasonably interfere with Contractor performance.

9. MANAGEMENT INFORMATION SYSTEM: Contractor is to use the current method of computer base information system to enter patient identification and appointment tracking information and billing information on a daily basis. At a minimum, Contractor will be required to provide routine monthly reports to include, but not limited to, number of dental patients treated and the number and type of procedures provided and productivity reports.

10. Damage to Facility, Buildings or Grounds: Contractor shall repair, or cause to be repaired, at Contractor's own expense, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor, immediately upon becoming aware of any such damage, but in no case more than thirty (30) days

after the date of such damage. All repairs must be in accordance with Paragraph 45 (ALTERATIONS AND REPAIRS) of this Agreement. Should such damage not be repaired within thirty (30) days, County may make any necessary repairs. All costs incurred by the County, as determined by County, for such repairs shall be repaid by Contractor upon demand, or County may deduct such costs from any amounts due to Contractor from County.

A. Facility Inspection: Contractor's Dental Supervisor and County's Contract Coordinator will perform a thorough walk-through examination of the CHC dental area prior to the implementation of contract services. They shall agree regarding the condition of such areas, noting all damaged or worn areas. Another walk-through examination shall be performed at the end of the contract term. Contractor shall return such areas in their original condition, less consideration for normal wear and tear, and in those cases where unauthorized alterations and repairs have occurred, Contractor shall also perform the necessary maintenance to return such areas back to their original condition.

11. EQUIPMENT INVENTORY: Prior to the commencement of contract services hereunder, County and Contractor shall take a complete inventory of all equipment, including, but not limited to, dental office equipment, small hand tools, and other personal property of the dental services in the CHC for each such item.

At the expiration or prior termination of the term of any resultant contract, County and Contractor shall take another inventory. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear.

Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for

normal wear and tear.

At the expiration or prior termination of the term of any resultant contract, Contractor shall reimburse County, for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

12. CONTRACTOR FURNISHED SERVICES: Contractor shall provide all items described below.

A. Culturally Appropriate Services: The Contractor shall provide programs or services to its staff that will enable Contractor's staff to effectively identify the health practices and behaviors of target populations; and develop strategies for using them to promote adherence to treatment plans and personal involvement in preventive health behaviors.

B. Linguistically Competent Services: The Contractor shall provide programs or services that will enable Contractor staff to communicate effectively in languages of the patient population.

C. Personnel: The Contractor shall provide all personnel required for services hereunder. Dentists and support personnel shall have appropriate California state licenses, commissions, and/or certificates, as required and be able to produce such proof to Administrator, when necessary.

Contractor must assure and be prepared to demonstrate the competence of their staff responsible for translation services for County patients. Such competence must include the ability to translate commonly used primary care medical terms from English to languages used by target population.

Contractor must have bilingual or multilingual personnel staffing their advice and appointment systems. Training of these staff persons must enhance their understanding of the difficulties patients have in learning to use dental

services.

D. Supplies and Small Hand Equipment: Contractor shall provide all consumable supplies, including instruments large and small hand pieces necessary to provide the required dental services. All necessary maintenance of instruments and large and small hand pieces shall be responsibility of the Contractor.

E. Records and Reports: Contractor shall maintain and provide accurate and complete dental, financial, personnel and other records and reports of its activities and operations under this Agreement. Dental records shall be the property of Los Angeles County.

F. Physical Examinations: Contractor shall provide physical examinations for all of its employees at the time of employment and as well as yearly physical examinations thereafter, during the term of any resultant agreement. Contractor shall immediately furnish results of employee's physical examinations to Administrator and/or Centralized Contract Monitoring Division (CCMD), within 30 calendar days of the date upon which the examination was given.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results.

Documentation shall be presented for the Administrator and or CCMD at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing services

G. Security Identification Badges: Contractor shall ensure that

Contractor's employees wear County provided security picture ID badges while providing services at the CHC.

13. SPECIFIC TASKS: Contractor shall provide all dental services, including, but not limited to, dental and dental support services, charting to dental records and administrative management. Contractor shall change Patient Mix to meet current CHC dental needs after notification from Administrator or Dental Director(s). For example, Dental Director may request Contractor to provide treatment to more children and fewer adults; or provide more emergency treatment and fewer elective treatments.

Contractor shall be responsible for all patients seeking dental services at the CHC. Should Contractor determine that dental services cannot be provided to patient and patient must be referred to another provider, then Contractor shall document such referral. Referrals may be subject to review by QAE for appropriateness.

Contractor shall see and treat patients with diagnosed cases of acute communicable diseases such as, but not limited to: hepatitis, HIV/AIDS, venereal diseases, etc. All patients suspected of having an acute communicable disease shall be referred to a local County Public Health Facility near the patient's home for required follow-up and surveillance. Referral does not preclude dental services by Contractor, however, non-emergency treatment may be deferred until the acute infection stage has passed. Patients diagnosed as having a communicable disease shall be treated while using the most recent infection and control procedures established by the County.

Contractor shall be required to coordinate its services with the County's Public Health Investigation/Public Health Nursing Service as provided in the CHC Policy and Procedure Manual.

A. Dental Services: Contractor shall provide services in prevention, detection and treatment of dental problems to all patients presenting themselves to the CHC with such requests. The more common problems are those requiring

extractions, fillings of cavities, root canal procedures and treatment of various tooth and gum diseases. All patient care procedures must adhere to CHC Dental Services Policy and Procedures Manual and any new procedures as determined by the County. For estimated number of procedures to be provided by Contractor see Exhibit G. Additionally, outreach activities to include diagnostic and educational clinics for local schools (pre-school through Middle School) may be part of the overall dental services program.

B. Referral Services: The Contractor shall not incur any expense to County by referring patients to private practitioners (or pharmacies). Patients requiring services beyond the scope of contractor services shall be referred to County hospital dental services. However, Contractor shall be required to record such referral in the patients' dental chart.

C. Service Limitations: To provide an equitable distribution of prosthetic units, it may be necessary to defer some prosthetic services to a later date. The volume of prosthetic dentistry during a twelve (12) month period should average no less than twenty (20) prosthetic units per month. For this purpose, a prosthetic unit is a removable full or partial denture, a cast crown, or pontic. For example, a three unit fixed bridge is considered three prosthetic units. A non-cast partial denture that replaces no more than two (2) teeth is considered a half unit. Priorities for prosthetic services are included in CHC Dental Services Policy and Procedures Manual.

D. Dental Services Same Day Service Policy: To insure that all dental emergency patients are initially screened for the purposes of providing proper treatment, all patients who present themselves to the dental clinic between 7:30 a.m. - 12:30 p.m. will be evaluated by a licensed dentist. All patients diagnosed with conditions requiring same-day-services as determined by a

licensed dentist will be treated that same workday unless the patient requires a procedure not normally offered at the CHC. In such a case, referral will be arranged that same workday by the contract dentist. Patients presenting themselves to the dental clinic as emergency patients who are actually seeking non-emergency elective procedures may be scheduled for a future appointment after screening.

E. Support Services: Contractor shall be responsible for providing all support services necessary to the functioning of the dental program. This includes but is not limited to clerks, receptionists, dental assistants and necessary laboratory services, including prostheses.

F. Dental Records: Contractor shall maintain dental records in accordance with CHC standards. This includes filing all related correspondence in the CHC Medical Records Department, with a copy retained in the patient's dental records or those of patient's primary health provider.

G. Administrative Services: Contractor shall be responsible for the overall management and coordination of the dental service program and all liaison activities necessary for the maintaining of good relations between its staff and other CHC staff. Contractor shall be responsible for attendance and participation at all required administrative, County, and mandatory staff training committee meetings to include but not limited to: Infectious Control, Quality Assessment, and Safety Committee, The Joint Commission preparation and CHC mandatory staff training, Safety Diversity Violence in the Work Place, etc., subcommittee. County Contract Coordinator will provide schedules of regularly scheduled meetings as soon as they become available.

(1) Work Control: Contractor shall establish and maintain a work control system which will include a daily log of all service

requests.

(2) Reports: Contractor shall provide all required reports, forms and other correspondence at the time, frequency and in the number of copies as required by Administrator. Contractor shall enter encounter data daily. These include, but are not limited to, monthly statistical and Daily Patient Reports.

(3) Facility Maintenance: Contractor shall maintain the CHC area it occupies in a neat and orderly condition at all times. Contractor shall immediately notify Administrator of all necessary repairs,

(4) Policy and Procedure Manual Review: Contractor shall review dental policy and procedures at the CHC and make recommendations for changes to the Administrator, as necessary.

(5) Equipment and Supply Responsibilities: Contractor shall be responsible for (1) providing budget information, upon request, to support the acquisition of any replacement of County equipment; (2) keeping a current list of County-supplied equipment; and, (3) keeping the maintenance history on all equipment.

(6) Staff Supervision: Contractor is responsible for total staff supervision including, but not limited to, staff attitude and conduct; staff assignments; staff professionalism and competence in providing services; established procedures in treatment, infection control, isolation and sanitation; and the accuracy and completeness of entries into dental records.

(7) Training Programs: Contractor shall provide CHC with qualified personnel required to implement new training programs upon mutual agreement between administrator and contractor.

EXHIBIT B

BILLING AND PAYMENT

1. County's Payment:

A. County's payments to Contractor for its performance hereunder shall be made each calendar month during the term of this Agreement, as set forth in Paragraph 1 (Term) of the body of this Agreement, subject to payment computation methodologies described below.

B. The County may, at any time, during the term of the Agreement request additional services within the general scope of the Agreement, if sufficient monies are available, and upon Director's specific approval, and authorized payments not to exceed ten percent (10%) of the County's maximum obligation.

C. The monthly charge ("Basic Monthly Charge") to County for services provided per calendar month shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by twelve (12).

D. After the end of each calendar month, Contractor shall present its bill consisting of the Basic Monthly Charge for such calendar month. If the Agreement terminates on a date other than the last day of a calendar month, then the Basic Monthly Charge shall be prorated and the resultant reduced amount shall be billed. County shall reimburse Contractor within thirty (30) days of receipt of Contractor's monthly bill.

2. Description of Cost Items in Schedule 1:

LABOR	Consists of salaries and wages, employee benefits, health benefits, etc. for on-site Contractor personnel providing services under this Agreement

	at CHC.
SERVICES AND SUPPLIES	Consists of employee training, other labor, travel, relocation and recruitment costs and consumable office supplies and small hand equipment.
EQUIPMENT	Consists of actual lease/purchase payments on equipment leased/purchased.
OTHER DIRECT COSTS	Start-up costs (all start-up costs must be included in the first contract year budget only).
INDIRECT COSTS	Consists of company profit and Contractor's administrative charges to County for the administration of all services hereunder.

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EL MONTE COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET

DIRECT COSTS	BUDGETED COSTS					Total Maximum Cost (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Labor (Management/Staffing)						
Salaries and Wages	$462,901	$480,491	$498,750	$517,702	$537,375	$2,497,220
Employee Benefits(1)	$ 68,457	$ 71,058	$ 73,759	$ 76,561	$ 79,471	$ 369,306
Health Insurance(1)	$ 18,360	$ 19,058	$ 19,782	$ 20,534	$ 21,314	$ 99,047
Subtotal Labor	$549,718	$570,607	$592,290	$614,797	$638,160	$2,965,573
Services and Supplies (S & S)						
Consumable Supplies	$ 45,000	$ 46,710	$ 48,485	$ 50,327	$ 52,240	$ 242,762
Small Hand Tools	$ 3,000	$ 3,114	$ 3,232	$ 3,355	$ 3,483	$ 16,184
Radiation Monitoring	$ 576	$ 598	$ 621	$ 644	$ 669	$ 3,107
Laboratory Fees	$ 24,000	$ 24,912	$ 25,859	$ 26,841	$ 27,861	$ 129,473
Subtotal Services & Supplies	$ 72,576	$ 75,334	$ 78,197	$ 81,168	$ 84,252	$ 391,527
Equipment(2)						
New (Attach detailed listing of items)	$0	$0	$0	$0	$0	$0
Replacement	$0	$0	$0	$0	$0	$0
Lease	$0	$0	$0	$0	$0	$0
Installation (if any)	$0	$0	$0	$0	$0	$0

EL MONTE COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET (Cont'd)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Maximum Cost (Years 1-5)
Equipment (cont'd)						
Other (specify)	$0	$0	$0	$0	$0	$0
Subtotal Equipment	$0	$0	$0	$0	$0	$0
Other Direct Costs						
Maintenance	$ 3,000	$ 3,114	$ 3,232	$ 3,355	$ 3,483	$ 16,184
Alterations and Repairs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Subtotal Other Direct Costs	$ 3,000	$ 3,114	$ 3,232	$ 3,355	$ 3,483	$ 16,184
Start up Costs[3]	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Total Direct Costs	$625,294	$649,055	$673,719	$699,321	$725,895	$3,373,284
INDIRECT COSTS						
General & Administrative Overhead	$ 11,360	$ 11,792	$ 12,240	$ 12,705	$ 13,188	$ 61,284
Management Support Costs, if applicable	$ 7,650	$ 7,941	$ 8,242	$ 8,556	$ 8,881	$ 41,270
Cost of payroll processing	$ 55	$ 57	$ 59	$ 62	$ 64	$ 297
Gross Profit/Fee (specify)[3]	$ 31,265	$ 32,453	$ 33,686	$ 34,966	$ 36,295	$ 168,666
Total Indirect Costs	$ 50,330	$ 52,234	$ 54,228	$ 56,288	$ 58,427	$ 271,516

EL MONTE COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET - (Cont'd)

		Year 1	Year 2	Year 3	Year 4	Year 5	Total Maximum Cost (Years 1-5)
GRAND TOTAL DIRECT & INDIRECT COSTS/EXPENSES (ANNUAL FIXED REIMBURSEMENT AMOUNT)		$675,624	$701,298	$727,947	$755,609	$784,322	$3,644,800
BASIC MONTHLY CHARGE (ANNUAL FIXED REIMBURSEMENT AMOUNT DIVIDED BY 12)		$ 56,302	$ 58,441.50	$ 60,662.25	$ 62,967.42	$ 65,360.17	
PER HOUR RATE FOR EXTRA HOURS AMOUNT(4)	Standard Time	$ 300	$ 310	$ 320	$ 330	$ 340	$ 0
	Overtime	$ 450	$ 465	$ 480	$ 495	$ 510	$ 0

(1) Attach a separate sheet listing the employee benefits paid by Contractor, the percentage contributed (or rate), and the employees eligible to receive offered benefits.

(2) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date of any resultant contract. Only the first contract year costs, i.e., 12 months of depreciation (equipment)should be shown on the Line Item Budget.

(3) List each cost item on a separate line. If there is not enough space on this sheet, attach a separate page for the remaining line items.

(4) The County reserves the option to provide these services or to obtain these services from another vendor.

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY

A. Introduction

The Contractor is expected to perform all services described in the RFP. This Exhibit describes certain required services which will be monitored by the County during the term of the contract, and for which the Contractor may be assessed financial deductions (Unsatisfactory Performance Deductions) from the Basic Monthly Charge if the service has not been satisfactorily provided. The charts at the end of this Exhibit indicate each such service, the service indicators, the service standards, the maximum allowable deviations from perfect performance or the Acceptable Quality Level (AQL) before Unsatisfactory Performance Deductions shall be applied, the County's method of monitoring, and the Unsatisfactory Performance Deductions which shall be made from the Basic Monthly Charge if the County determines, in its sole discretion, that the particular service has not been satisfactorily provided. The County expects a high standard of Contractor performance under the contract and shall monitor a broad range of services specified in the contract beyond those listed in this Exhibit. DHS will make every effort to work with the Contractor to resolve any areas of difficulty. However, it is the Contractor's responsibility to satisfactorily provide all the services in Exhibit A (Performance Work Statement), some of which are summarized in the Exhibit.

B. Performance Requirements Summary Charts

The Performance Requirements Summary Charts at the end of this Exhibit:

- List some of the services considered important to acceptable contract performance (Column 1 of each chart).

- Show some of the service indicators for each such service (Column 2).
- Define the standard of performance for each such service (Column 3).
- Show the maximum allowable degree of deviation from the Acceptable Quality Level (AQL) for each such service that is allowed before the County shall deduct from the Basic Monthly Charge (Column 4).
- Show the principal quality assurance method(s) the County will use to monitor and evaluate the Contractor's performance in meeting the contract requirements for each such service, and the frequency of such monitoring (Column 5).
- Show the dollar amount, or method of calculating the dollar amount, that shall be deducted from the Basic Monthly Charge if the County determines, in its sole discretion, that the service has not been satisfactorily performed (Column 6).

C. <u>Quality Assurance</u>

Contractor's performance shall be compared each calendar month to the performance standards and AQLs using the Quality Assurance Monitoring Plan (QAMP).

The County shall use a variety of methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- One hundred percent inspection (review) of maintenance records.
- Complaints received by facility.
- County Administrative and support staff complaints.
- Random sampling of dental radiographs, records, referrals, reports and logs. An audit shall be performed by the Quality Assurance Evaluator (QAE).

- Patient survey and/or random patient interviews.
- Other methods deemed by the Administrator to be appropriate for the evaluation of the Contractor's performance.

D. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of deficiencies found by the QAE during contract monitoring does not exceed the number of deficiencies allowed by the AQL for that service. When the performance is unacceptable, the Contractor shall complete a Contract Discrepancy Report (CDR). The CDR requires the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. Unacceptable service performance shall result in Unsatisfactory Performance Deductions as described in Section E below.

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deductions, the Contractor must, as soon as possible, remedy any and all deficiencies in the provision of services, and, as deemed possible or feasible by the Director perform such services again at an acceptable level.

E. Unsatisfactory Performance Deductions

If the service performance variance exceeds the AQL, the County shall assess Unsatisfactory Performance Deductions in the amount of Fifty Dollars ($50) for each point over and above the maximum allowable of ten cumulated points per calendar month for all services shown on the Charts at the end of this Exhibit, provided that all determinations to levy such amounts shall be

subject to the approval of the CEO. The CEO shall evaluate the Contractor's explanation on the CDR, and if the Director determines, in his sole discretion, that the particular defective performance for the particular service was caused by County's failure to fulfill contractual obligations, accident, strike, or similar occurrence beyond the control and without the fault or negligence of the Contractor, then the Director may decline to count such point(s) as defective performance for such month. A point system shall be used to determine the amount of Unsatisfactory Performance Deductions to be assessed when the performance variance exceeds the AQL. Points for all services on the Charts will accumulate each calendar month. A maximum of ten (10) points shall be allowed to accumulate per calendar month before a deduction can be made from the Basic Monthly Charge. For example, if the cumulative point total for all required services for a particular month is seven (7), no assessment for Unsatisfactory Performance Deductions shall be made because seven is within the maximum allowable points per month. However, if the total cumulative points for the month is thirty (30), the assessed Unsatisfactory Performance Deductions would be One Thousand Dollars $1,000.00 (i.e., 20 points x $50.00).

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PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Repair/maintain equipment	Documentation in maintenance records and logs	All dates for repair/maintenance recorded.	5%	Inspection and checklist review of records and logs for calendar month.	5 points for each infraction exceeding AQL.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Provide minimal service level	Documentation in charts and logs and radiographs taken	Contractor shall provide service in number and scope as indicated in Dental Services Policy and Procedure Manuals.	0%	Random sampling of all charts, radiographs and logs for service provided in calendar month (lot size shall include all logs, charts and radiographs on patients receiving services for each calendar month).	15 points for each infraction.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Prepare all required reports and forms per instruction	Completed forms and reports.	Forms and reports shall be completed daily, weekly, monthly, as required by Administrator.	10%	Random sampling of all forms and reports (lot size shall include all required forms and reports for the calendar month).	5 points for each incomplete form or report. Incomplete means failure to comply with CHC or PHC written instructions.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Provide treatment as required	Documentation in patient charts, and radiographs	Each patient's treatment shall conform to provider recommended treatment plan and patient need.	0%	Random sampling of patient's radiographs, charts, and logs (lot size shall include all patients receiving treatment in the calendar month). Patients may also be selected randomly for interviews or surveyed by mail.	15 points for each unjustified deviation from provider treatment plan included in sample.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Complete evaluation and treatment plan on each patient.	Documentation in patient records.	Each patient's dental record shall have a patient treatment plan.	0%	Random sampling of all patient records (lot size shall include all new patients provided in the calendar month).	5 points for each undocumented treatment, incomplete record or inappropriate referral in sample.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Contractor participation in regular scheduled Administration meetings	Attendance by Dental Director or designee	All regular scheduled Administrative meetings shall be attended by Dental Director or designee.	0%	Complaints by Administrator.	One point for first absence and 10 points for each additional absence during calendar month.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Contractor participate in The Joint Commission survey preparation and completion.	Maintenance of all The Joint Commission requirements	All applicable The Joint Commission requirements shall be met and maintained by Contractor.	0%	Results of mock The Joint Commission survey, spot checks by QAE, and The Joint Commission site visit report.	15 points for each infraction. $1,500 for each The Joint Commission Type I finding related to the dental service.

EXHIBIT D

LIVING WAGE PROGRAM

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

2.201.010 Findings

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

2.201.020 Definitions

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

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

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

C. "Employer" means:

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

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

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

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

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

D. "Full Time" means a minimum 40 hours worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 ' 1 (part), 1999.)

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et.seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective Effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. *It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 ' 1 (part), 1999.)

***Editor's note**: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of Living Wage

A. Employers shall pay employees a living rate for their services provided to the

County of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

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

C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other Provisions

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

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

C. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Executive Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

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

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

2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Executive Officer, or to the County Auditor Controller, or to the County Department Administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 ' 1 (part), 1999.)

2.201.070 Employee Retention Rights

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

A. "Retention employee" is an employee of a predecessor employer.

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

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

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

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

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

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

2. Fails to meet any other County requirement for employees of a Contractor.

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

2.201.080 Enforcement and Remedies

For violation of any of the provisions of this chapter:

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

B. The County Department Head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer.

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

2. Recommend to the Board of Supervisors the termination of the contract; and/or

3. Recommend to the Board of Supervisors that an employer be barred from award of future County contacts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions

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

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

C. This chapter shall not be applied to any employer which is a nonprofit

corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

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

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

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

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

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

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officer, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 ' 1, 1999: Ord 99-0048 ' 1

(part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect (Ord. 99-0048 ' 1 (part), 1999.)

EXHIBIT E

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

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

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

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

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

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

DATE: _____/_____/_____

SIGNATURE: _____

PRINTED NAME: _____

POSITION: _____

NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

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

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

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

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

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

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

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

NOTICE TO PUBLIC ENTITY
For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11).

- -

I, _____, the undersigned am
(Name - print)

_____ with the authority to act
(Position in business)

for and on behalf of _____,
(Name of business and/or contractor)

certify under penalty of perjury that the records or copies

thereof submitted and consisting of _____
(description, no. of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: _____ Signature_____

A public entity may require a more strict and/or more extensive form of certification.

EXHIBIT G

EL MONTE
COMPREHENSIVE HEALTH CENTER

ESTIMATED NUMBER OF PROCEDURES TO BE PROVIDED ANNUALLY*

I. Procedures	Number Per Year
Diagnostic	20,338
Preventative	9,967
Restorative	3,388
Endodontics	1,079
Periodontics	2,389
Prosthodontic	0
Oral Surgery	243
Other*	3,718
Total	41,122

II. Patient Visits 9,176

*May include denture fittings, denture adjustments, and denture preparation.

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over $2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2001 are less than $32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of $791, he or she must file a 2001 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT

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

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

Therefore, the parties agree as follows:

DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

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

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

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

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

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

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

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 525
Los Angeles, CA 90012

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

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

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

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

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

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

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief

statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

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

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

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

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

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of

subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

MISCELLANEOUS

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

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

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

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

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

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

EXHIBIT J

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

EXHIBIT J

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT J

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles.

Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente, siempre que el bebé no haya sufrido abuso ni negligencia. Madres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

Cómo funciona?

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

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:20 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Exhibit K

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	ADVANCED BUILDING MAINTENANCE
Alias:	
Debarment Start Date:	6/14/2005 **Debarment End Date:** 6/13/2008
Principal Owners and/or Affiliates:	Michael Sullivan Erlinda Sullivan

Vendor Name:	INSPECTION ENGINEERING CONSTR
Alias:	Inspection Engineering Construction
Debarment Start Date:	6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi

Vendor Name:	MTS ADVANCED CORP.
Alias:	
Debarment Start Date:	2/8/2005 **Debarment End Date:** 2/7/2008
Principal Owners and/or Affiliates:	Emir Khan / Zulaine Hernandez

Exhibit L

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature

Date

Name and Title (please type or print)

EXHIBIT III

DENTAL SERVICES AGREEMENT FOR

HUBERT H. HUMPHREY

COMPREHENSIVE HEALTH CENTER

AGREECD4351.ABV

DECEMBER 2007

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AGREECD4351.ABV

CONTRACT #_____

DENTAL SERVICES AGREEMENT FOR

HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

THIS AGREEMENT is made and entered into this 18th day of December, 2007

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

and ROGER P. FIELDMAN, DDS, INC. (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 (hereafter "DHS"), the Los Angeles County Comprehensive Health Center,(hereafter "CHC"); and

WHEREAS, non-Hospital based dental services are necessary for the needs of certain sick or injured County patients; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing non-hospital based dental services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, in response to County's RFP for such services, Contractor has

26420

submitted its proposal to County and desires to provide such services; and

WHEREAS, based on competitive negotiation, DHS has selected Contractor for recommendation to County's Board of Supervisors to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004, 26227, and 31000 and California Health and Safety Code Sections 1441, 1445, and 1451.

NOW THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall commence on November 1, 2007 and shall continue in full force and effect through October 31, 2012. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six (6) months, through April 30, 2013, upon the mutual agreement of both parties and contingent upon availability of funds.

B. Contractor may terminate this Agreement by giving at least sixty (60) days prior written notice to County in the event County materially fails to discharge its obligations hereunder. Contractor's failure to exercise this right of termination shall not constitute a waiver of such right which may be exercised in the event of any subsequent breach. Termination provisions for County are found in Paragraphs 5 (County's Obligation for Future Fiscal Years), 8 (Indemnification and Insurance), 9 (Contractor Performance During Civil Unrest or Disaster), 13 (Nondiscrimination in Employment and Affirmative Action), 17 (Covenant Against Contingent Fees), 20 (Records and Audits), 27 (Termination for Insolvency), 28 (Termination For Default), 35 (Termination for Gratuities), 36 (Termination for Improper Consideration), 37 (Termination for Convenience), 56 (County Lobbyists), 64 (Compliance with Living Wage Program), and 65 (Contractor Responsibility and Debarment) below. Unless otherwise specified, in

the event that this Agreement is terminated as provided hereunder, the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records, shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 37 (Termination for Convenience) below.

C. The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the mutual agreement of the both parties. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the extension. Compensation for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

If Director and Contractor mutually fail to agree to extend the Agreement on a month-to-month basis as of the expiration date set forth in Paragraph 1.A above, then the Agreement shall expire on said date.

D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide dental services for the CHC in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

B. All policies, procedures, and standards are provided by the CHC. The Contractor shall develop from the CHCs' policies, procedures, and standards their operational manual.

3. MAXIMUM OBLIGATION OF COUNTY: The Maximum Obligation of County for Contractor's performance of Proposition A dental services, as set forth in Exhibit A of this Agreement, is Three Million Nine Hundred Forty Thousand Nine Hundred Dollars ($3,940,900) for the term of the Agreement commencing the date of Board approval through October 31, 2012.

If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's approval, County may require additional services and authorize to Contractor an increase to the applicable County total maximum obligation as payment for such services of no more than ten percent (10%) at a cost of not more than Three Hundred Ninety-Four Thousand Ninety Dollars ($394,090), as determined by County. If the increase exceeds ten percent (10%) of the County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph of this Agreement.

Upon mutual agreement of County and Contractor, this Agreement may be extended up to six months beginning November 1, 2012 through April 30, 2013. The Maximum Obligation of the County during the extended term of the Agreement shall not exceed Four Hundred Sixty-Six Thousand Four Hundred Twenty-Two Dollars ($466,422).

4. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit B, attached hereto and incorporated herein by reference, on billing forms furnished by County, provided that if County fails to furnish billing forms, Contractor forms will be acceptable. County shall pay Contractor within thirty (30) days following receipt of a complete and correct billing as provided in Exhibit B.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in 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 County fiscal year for which funds were appropriated. If the Agreement is terminated due to non-appropriation of funds by County, County shall be obligated for Contractor's performance pursuant to the provision of Paragraph 4 "Billing and Payment" up to the date termination as noticed in writing by the County. County shall notify Contractor in writing of such non-allocation of funds within five (5) working days of final decision by the Board on non-appropriation of funds.

6. ADMINISTRATION: Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under Agreement, and (2) to defend the County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. 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 Health Facility Administrator or his duly authorized

designee.

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 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.

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

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be the 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 services performed by or on behalf of Contractor pursuant to this Agreement.

D. The Contractor shall adhere to the provisions stated in Paragraph 14 - Confidentiality.

8. INDEMNIFICATION AND INSURANCE:

A. Indemnification: 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 and expense, 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.

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

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department Contract Administrator Name and Address prior to commencing services under this Agremeent. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) 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.

(d) Include copies of the additional insured endorsement to the commerical 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.

(e) 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, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporated surety licensed to transact business in the State of California.

2. 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.

3. 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.

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

(a) 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 24 hours of occurrence.

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

(c) 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.

(d) 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.

5. 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 results to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any

time.

7. Insurance Coverage Requirements:

A. 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 $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 Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which 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

D. 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. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

E. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty: $ determined by dept.

F. Performance Security Requirements: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

(1) Performance Bond: A faithful performance bond in an amount equal to 100% of the Agreement award amount and executed by a corporate surety licensed to transact business in the State of California, or,

(2) Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to the County upon demand in an amount no less than $ (determined by department). Such CD or LOC shall comply with minimum criteria and standards established by the County and be

maintained throughout the term of the Agreement.

9. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: 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, as determined by County. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor for which County may immediately terminate this Agreement.

10. LIQUIDATED DAMAGES: All time limits and required acts of Contractor are of the essence for this Agreement. Should Contractor fail to perform or complete the services required to be done within seven (7) days after written notice is provided pursuant to Paragraph 28 (Termination for Default) below, it is mutually understood and agreed that damages will occur and that such damages will be impracticable or extremely difficult to fix as to the extent of actual damages resulting from the failure of Contractor to correct a deficiency within such time frame. A reasonable estimate by the parties of such damage is Two Hundred Dollars ($200) per day for each day exceeding such seven (7) days. Therefore, the parties agree that Contractor shall be liable to County for liquidated damages, and not as a penalty, in the amount of Two Hundred Dollars ($200) per day for each day exceeding such seven (7) days.

Additionally, and notwithstanding the above provision, should Contractor fail to correct deficiencies within such seven (7) days, Administrator may, upon giving five (5) days notice to Contractor, correct any and all deficiencies. All costs incurred by County, as determined by County, to perform such services by an alternate source, whether

with County employees or another Contractor, shall be deducted and forfeited from any amounts due to Contractor from County. Such deductions as well as any deductions pursuant to Exhibit A (Performance Work Statement For Dental Services) and Paragraph 4 (Billing and Payment) of Sample Agreement, shall not be construed as a penalty but as adjustment of payment to Contractor for only the services actually performed, and the recovery of County cost and damages from the failure of Contractor to perform or otherwise comply with the provisions of this Agreement.

11. PERFORMANCE STANDARDS: It is mutually understood and agreed that Contractor's failure to provide timely dental services and HIV/AIDS dental services, to comply with assessment and evaluation plans, to comply with training requirement as described in Exhibit A, or to comply with certain other contract requirements as specified in the Performance Requirements Summary, attached hereto as Exhibit C and incorporated herein by reference, may create damages to County's patients, County's staff, and others and that such damages, from the nature of the case, will be extremely difficult to measure and impractical to fix. Therefore, County and Contractor hereby agree to fix the amounts of such damages in advance as set forth in the Performance Requirements Summary.

The reasonable and necessary cost of investigation by Administrator, as determined by County, of any such failure of performance by Contractor may also be assessed against Contractor as provided in this Paragraph in addition to such amounts provided that failure of Contractor's performance arises out of circumstances under Contractor's control.

All determinations to levy such amounts for damages shall be subject to approval by Administrator. Administrator may decline to levy such amounts for damages if Administrator determines that the particular violation was caused by a strike or accident or similar occurrence beyond the control and without the fault or negligence of

Contractor.

12. 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 all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided in an equivalent manner or at an 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 other than precautions dictated by infectious control procedures; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipient of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

13. NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION:

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 or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment

without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: 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.

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.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this 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 Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or

suspending this Agreement.

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records, including, but not limited to, County records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances, rules, directives, and The Joint Commission accreditation standards, relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

15. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of 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 such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

16. CONFLICT OF INTEREST: No County employee whose position in 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 Contractor, 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 the 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 conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

17. 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.

18. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) 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 authorized representatives, the contracts, 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.

19. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, 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 the payments made by County to Contractor, then the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at Director's sole discretion, deducted from any amounts due County to Contractor whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's total payment obligation for services hereunder be exceeded.

20. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its activities and operations as relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records,

bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, 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.

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

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

D. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such

work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of County Auditor-Controller, deducted from any amounts due to the Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

E. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with County's Program, that Contractor shall promptly and without delay provide to County, upon written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to work performed by said employees on the Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the Bounty under this Contract is for the purpose of enabling the County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and the County's Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-

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

21. REPORTS: Contractor shall make reports in format as required by Director concerning Contractor's activities and operations as they relate to this Agreement. Required reports include, but are not limited to, the following:

A. Monthly reports as determined by the CHC Administrator on the total number of patients, new patients, patient visits, and treatments.

B. Monthly report on equipment needs and dental appliances.

C. All other reports as required by Administrator.

22. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Contractor shall not have any right to, and 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 Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement, in consequence of any such County

consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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.

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 material breach of the Agreement which may result in the termination of 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.

23. RULES AND REGULATIONS: During the time that Contractor's employees are at the CHC, such persons shall be subject to the rules and regulations of the CHC. Copies of all policies, procedures, rules, and regulations of the CHC will be made available to Contractor by the CHC.

It is the responsibility of Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall take immediate

corrective action upon receipt of written and/or verbal notice from Administrator that: (1) any such employee has violated such rules and regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that Administrator decides that the corrective action taken by Contractor is not sufficient, then: (1) Contractor shall remove or suspend such employee from the provision of services hereunder or take such other action as requested by Administrator, and (2) if Contractor reasonably disagrees with the action requested by Administrator, upon demand by Contractor, County shall immediately indemnify Contractor for any liability and costs, including reasonable attorneys' fees, incurred by Contractor in connection with its defense of any legal action or any administrative proceeding arising from such removal or suspension heard before an appropriate administrative agency or filed in a competent court by any such affected employee.

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

25. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and

against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

26. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, within ten days following the execution of this Agreement, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

27. TERMINATION FOR INSOLVENCY:

A. County may cancel forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay it debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a receiver or trustee for Contractor; or

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. 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.

28. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform 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 these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem 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, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises

out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform unless the supplies 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, and unless Contractor knew or should have known within a reasonable time before occurrence that a default was about to occur.

D. If, after notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 37 (Termination for Convenience) below.

If, after Contractor's receipt of a Notice of Termination based on the provisions of this Paragraph, and it is determined that Contractor was not in default or that the default was excusable under the provisions of this Paragraph, Contractor, at its option, may terminate this Agreement. Thereafter, the rights and obligations of the Parties with respect to payment by County for Contractor

performance rendered shall be the same as though a County notice of termination had been issued pursuant to Paragraph 37 (Termination for Convenience).

E. 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.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

29. NOTICE OF DELAYS: Except as otherwise provided hereunder, 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 five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

30. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or oral understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

31. CONFLICT OF TERMS: To the extent that there exists any conflict between the language of this Agreement and that of any of the Exhibit(s) and Schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining Exhibit(s) and Schedule(s) shall govern and prevail in the following order:

1. Exhibit A - Performance Work Statement
2. Exhibit B - Billing and Payment Schedule
3. Exhibit C - Performance Requirement Summary

4. Exhibit D - Living Wage

5. Exhibit E - Contractor Employee Acknowledgement & Confidentiality Agreement

6. Exhibit E.1 - Non-Employee Acknowledgement and Confidentiality Agreement

7. Exhibit F - Notice to Public Entity

8. Exhibit G - Estimated Number of Annual Procedures to be Provided

9. Exhibit I - Business Associate Protected Health Information Disclosure Agreement

10. Exhibit J - Safely Surrendered Baby Law

11. Exhibit K - Debarred Contractors in Los Angeles County

32. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

33. SEVERABILITY: 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.

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

35. TERMINATION FOR GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one calendar day's notice, if it found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of, such contract; provided, that the existence of the facts upon which County makes such findings shall be in issue and may be reviewed in any competent court. 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.

If Contractor is terminated by County on the basis of the provisions of this Paragraph, and it is determined by a competent court that Contractor did not violate said provisions, then County shall be liable to Contractor for all damages proximately caused by County's erroneous termination.

36. 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 the 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 the Contractor.

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 (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.

37. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement, may be terminated when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written sixty (60) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such for Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

38. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any other person or entity, except as may be otherwise provided herein or required by law. However, in recognition of Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement subject to the following conditions: (1) Contractor shall develop and publicize material in a professional manner, and (2) during the term of this Agreement, Contractor, its employees, agents, and subcontractors, shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of County

without the prior written consent of Director.

39. BUSINESS ASSOCIATE PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT: The performance of Contractor's obligations under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit I (Business Associate Protected Health Information Disclosure Agreement). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Exhibit I) (hereafter "Business Associate Agreement") by and between Contractor (referred to in Exhibit I as "Business Associate") and County (referred to in Exhibit I as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

40. 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.

41. EQUIPMENT AND OTHER PERSONAL PROPERTY INVENTORY: Prior to the commencement of services hereunder, County and Contractor shall take a complete inventory of all equipment and personal property of CHC's Dental Services for each such item.

At the expiration or prior termination of the term of this Agreement, another inventory shall be taken by County and Contractor. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined

by County, less consideration for normal wear and tear.

At the expiration or prior termination of the term of this Agreement, Contractor shall reimburse County for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

42. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: In order to perform services hereunder and only for the performance of such services, Contractor is authorized to occupy and use at CHC County space and equipment and other personal property as approved from time to time in writing by Administrator whose approval shall be subject to the prior written approval of County's Department of Internal Services and Chief Executive Office.

If, at any time during the term of this Agreement, any space indicated above is not utilized by Contractor for services hereunder, then such space shall be vacated by Contractor and may thereafter be used by County for any purpose.

43. EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment, which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such equipment is not economically feasible and that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County, to obtain and install replacement equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County.

44. ALLOCATED COUNTY COSTS: County costs allocated to or related to

CHC's dental services as of the time of commencement of services hereunder, including, but not limited to, utilities, equipment, housekeeping services, and other services provided by other County units, departments, or contractors, shall not be charged to Contractor. Such services shall include the following:

A. Housekeeping services for all floors, walls, windows, restrooms, and offices used by Contractor at the CHC.

B. Telephone instruments and services restricted to locations within Area Codes 213, 310, 323, 562, 626, 714, 818 and 909 for the performance of this Agreement. All other telephone calls shall be paid for directly by Contractor.

C. Utilities at the CHC, including gas, electricity, water, heating and cooling.

D. Regular pest extermination services at the CHC.

E. Hazardous waste shall be handled in accordance with County Rule and Regulation Number 6, Revision I, governing the Management of Infectious Waste in Los Angeles County, and Title 22, Chapter 30, Article 13 of the California Administrative Code.

F. All required County forms and copies of all applicable laws, regulations, directives, and other provisions to Contractor at the CHC.

G. Parking for Contractor staff in accordance with the CHC's Policy.

H. Pictured ID badges for Contractor staff.

I. All medications and prescriptions.

45. <u>ALTERATIONS AND REPAIRS</u>:

A. In the event that Contractor proposes any alteration or repair of any County facility or building, then prior to the commencement of any such alteration or repair, Contractor shall obtain the prior written approval of the plans and

specifications for such alteration or repair from Director and County's Internal Services Department; County's Internal Services Department may condition its approval upon the posting of such performance and labor and material bonds (with County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alteration and repair. In the event that the estimated cost of any such alteration or repair, including labor and material, exceeds Ten Thousand Dollars ($10,000), then such alteration or repair may be subject to the competitive bidding requirements of State law. The financing and performance of any such alteration or repair shall be subject to the provisions of the State constitution, statutes, and regulations, including, but not limited to, the prevailing wage and hour provisions of the California Labor Code, and County ordinances as well as the prior written approval of Director and County's Internal Service Department. Any alteration or repair of County premises hereunder shall become County property, or County may require Contractor, at its expense, to restore County premises to the condition as existed prior to any such alteration or repair.

46. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS:

A. Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor, its employees, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty days after the occurrence, and in accordance with Paragraph 45 (ALTERATIONS AND REPAIRS).

B. If Contractor fails to make timely repairs, County may make any

necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct such costs from any amounts due to Contractor from County.

47. COUNTY APPROVAL OF CONTRACTOR'S EMPLOYEES: Contractor's Dental Services Supervisor and other professionals, as determined by County, to be provided at the CHC may be interviewed by Administrator for verification purposes to confirm existence of employee's required licenses and other credentials and shall be subject to the credentialing process and changes in County's credentialing process.

48. CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

Contractor shall notify County within one business day when staff is terminated from working on this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from County Agreement.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County photo identification badge at the time of removal from working on the Agreement.

49. PHYSICAL EXAMINATIONS: Contractor shall have each of its employees who performs services under this Agreement examined by a duly licensed

physician for fitness prior to such employees' performance of services hereunder, as well as yearly physical examinations thereafter.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results. Documentation shall be presented for the Administrator at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing such service.

50. REFERRAL OF COUNTY EMPLOYEES FOR EMPLOYMENT WITH CONTRACTOR: Contractor shall accept referrals from DHS Human Resources of qualified County employees for consideration of employment with Contractor. Such consideration for employment shall be limited to the vacancies in Contractor's staff needed to perform services under this Agreement. If such referrals are offered employment, such offers shall be made once, shall be in writing, shall indicate whether the position is full-time or part-time, and shall be valid for a period of ten calendar days from the date the offer is made, unless such period is extended at Contractor's option. Such offers shall be for vacancies which occur in Contractor's staff, beginning with County's Board of Supervisors approval of this Agreement and throughout the term of this Agreement. Employment offers to County's employees shall be under at least the same conditions and rates of compensation which apply to other persons who are employed or may be employed by Contractor. Contractor shall maintain records of such offers to include a description of the position and duties, the rate of pay and fringe benefits, and whether the allotted time period. County employees who are employed by Contractor under this Paragraph shall not be discharged during the term of this Agreement except for cause. At the time of any such discharge for cause, Contractor

shall notify DHS Human Resources staff and/or other County staff designated by Executive Director.

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.

51. 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, the County, its offices, 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.

52. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standard Act, and shall indemnify, and hold harmless the County, 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 services performed by the Contractor's employees for which the County may be found jointly or solely liable provided that County's liability is not based on Contractor's actions or inactions if said actions or

inactions are performed in compliance with the terms of this Agreement.

53. SUBCONTRACTING: All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Contractor shall include in all subcontracts the following provisions: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor except where other wise noted.

54. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 United States Code Sections 2000e through 2000e (17), to the end that no person shall, on grounds of religion, race, color, sex or national origin, 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.

55. 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.

56. COUNTY LOBBYISTS: Contractor and each County Lobbyist or County Lobbying 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 lobbying firm 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.

57. INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND DISPUTES: Should any misunderstanding arise, Director will interpret the Agreement. If the Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation, Contractor may file a written request with the Director for a hearing before a Disputes Review Panel as provided below. The written request shall outline in detail the area of dispute.

The Disputes Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of dental services contracts. The Panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

58. 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 Purchase Order or Agreements 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 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 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

59. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 28 "Termination for Default".

60. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's

District Attorney will supply Contractor with the poster to be used.

61. 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 the Agreement in jeopardy if not corrected will be reported to County's 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 Agreement or impose other penalties as specified in Agreement.

62. 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 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.

63. 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 for in Internal Revenue Service Notice 1015, Exhibit H.

64. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit D and incorporated by reference into and made a part of the Contract.

B. Payment of Living Wage Rates:

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

a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20

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

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

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

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

3. If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period.

The County may also require, at any time during the contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract,

including any option period.

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

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

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

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

E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all

documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

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

G. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly

certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

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

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

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the

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

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

3. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

H. Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is

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

I. Contractor Retaliation Prohibited Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

K. Employee Retention Rights:

Note: This paragraph applies only if the Contract involves the provision of services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

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

b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

2. Contractor is not required to hire a retention employee who:

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

b. Fails to meet any other County requirement for employees of a contractor.

3. Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

L. Neutrality in Labor Relations: Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees,

except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

65. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 with only responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that 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 not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with 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 County or any other public entity.

D. If there is evidence that 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.

E. 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.

F. 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 Hearing Board.

G. 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

(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.

H. 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.

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.

I. These terms shall also apply to Subcontractors of County Contractors.

66. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED</u>

TRANSACTION (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, 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. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

67. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor, agrees to use recycled-content paper to the maximum extent possible on this Contract.

68. COMPLIANCE WITH JURY SERVICE PROGRAM:

68.1 This Agreement is subject to the provisions of County's ordinance entitled ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

68.2 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 days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

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

68.4 If Contractor is not required to comply with the Jury Service

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

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

69. SAFELY SURRENDERED BABY LAW:

69.1 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. 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. See Exhibit J herein. 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.

69.2 Notices to Employees Regarding the Safely Surrendered Baby Law:

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

70. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons 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 giving ten (10) days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

Martin Luther King, Jr./Drew -Harbor Medical Center
12021 Wilmington Avenue
Los Angeles, California 90059

Attention: Administrator

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

Attention: Administrator

Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Roger P. Fieldman, DDS, Inc.
130 South Alvarado Street
Los Angeles, CA 90057

Attention: Roger P. Fieldman, DDS

71. ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not have any right to, and 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 Paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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, 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 material breach of the Agreement which may result in the termination of 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.

72. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM ORDINANCE: This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of

having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

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

73. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit L, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or

debarment proceedings or both. (County Code Chapter 2.202).

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

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

75. 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.

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

COUNTY OF LOS ANGELES

By _____
YVONNE B. BURKE
Chair, Board of Supervisors

ATTEST:
Sachi Hamai
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

Roger P. Fieldman, DDS, Inc.
Contractor

By _____

ROGER FIELDMAN, DDS
Print Name

Title PRESIDENT
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY COUNTY COUNSEL:

By _____
Maya Lee
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 DEC 18 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

PROP A DENTAL

76420

EXHIBIT A

PERFORMANCE WORK STATEMENT

HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

1. GENERAL: The Contractor shall provide on-site dental, support and administrative services at the Edward R. Roybal Comprehensive Health Center (CHC) under the direction of Administrator. Contractor shall modify Patient Mix within the Scope of Work of this Agreement to meet current CHC dental needs, after notification from Administrator or Dental Director(s). Additionally, the Contractor may provide outreach public health dental services to minor children under the age of fourteen (14) years. Such services shall include, but are not limited to, the provision of administrative, support and professional staff. Contractor must perform to the standards in Exhibit C, Performance Requirements Summary and within any accreditation and licensing requirements set by any regulatory agency, including, but not limited to The Joint Commission and California Medical Association.

2. DEFINITIONS:

A. Acceptable Quality Level (AQL): The Acceptable Quality Level is the maximum allowable leeway or variance from a performance standard before the County will reject the specific service and may make Unsatisfactory Performance Deductions from payment to the Contractor, as described in Exhibit C. An AQL does not allow the Contractor to knowingly offer unsatisfactory service, but recognizes that defective performance may sometimes occur. If the defective performance does not exceed the AQL, the County will accept the service and will not make unsatisfactory performance deductions.

B. Administrator: The Administrator is the County's Chief Executive Officer of the Comprehensive Health Center, or his duly authorized designee.

C. Broken/Cancelled Appointments: The number of scheduled patients who did not show up for the clinic session or who cancelled the appointment.

D. Clinic Session: A period of time per provider set aside in advance for the purpose of delivering specific services to patients in an organized manner.

E. Contract Discrepancy Report (CDR): The Contract Discrepancy Report is a report used by the County's Quality Assurance Evaluator to record contract information regarding discrepancies or problems with the Contractor's performance. If the Contractor's performance is judged unsatisfactory, the Quality Assurance Evaluator shall forward a Contract Discrepancy Report to the Contractor for his response.

F. Contract Year: The first Contract Year of the contract will begin on date of implementation and run for a twelve (12) month period. Each subsequent contract year shall be a twelve (12) month period.

G. INTENTIONALLY BLANK

H. County Contract Coordinator: The County Contract Coordinator is the person authorized to administer the contract on behalf of the County. This person may also serve as the County's Quality Assurance Evaluator and/or the Administrator of the CHC.

I. Culturally Appropriate: "Culturally Appropriate" shall mean the capacity of Contractor staff to effectively identify the health practices and behaviors of target populations; design programs, interventions, and services which effectively address cultural and language barriers to the delivery of appropriate and necessary health care services; and to evaluate and contribute to the ongoing improvement of these efforts, including, but not limited to, access to care, patient satisfaction, promoting compliance with treatment regimens, and the promotion of more effective health efforts.

J. Dental Director: Dental Director is the person designated by the County to manage provision of dental services at the CHC. The Dental Director will provide program direction to the Contractor.

K. Dental Supervisor: The Dental Supervisor is the person designated by the Contractor to be responsible for the overall operation of the dental services program, or his duly authorized designee.

L. Director: The Director is the Director of the County's Department of Health Services, or his duly authorized designee.

M. Linguistically Competent: Linguistically Competent shall mean the ability of health professionals to communicate effectively in the language of the patient population to ensure that patients understand and are willing to follow post treatment instructions.

N. Patient Mix: Patient Mix refers to the various types of CHC patients, e.g., adult, children, adolescent, CHDP, General Relief, emergency, elective, etc.

O. Patient Visit: A primary dental service provided to a patient with a dental need by one (1) or more members of the unit staff present during a clinic session. The maximum number of clinic visits per patient per categorical clinic session is one (1).

P. Performance Requirements Summary (PRS): The Performance Requirements Summary is Exhibit C which summarizes certain required services under the contract, key performances indicators, service standards, maximum allowable deviations from perfect performance before Unsatisfactory Performance Deductions may be applied, County method(s) of monitoring, and the amount of unsatisfactory performance deductions.

Q. Physician Specialist: A Board certified physician in a specialty area licensed to practice in the State of California.

R. Provider: A provider is defined as any clinic employee who assumes primary judgement in the diagnosis and/or treatment of a patient during a clinic session. Provider subcategories include: Clinician (Dentist), Mid-Level Provider (Dental Hygienist),and Other Staff (Dental Assistant, X-Ray Tech).

S. Support Staff: Any non-clinical or certified employee who carries out, assists or dispenses orders under the supervision of a provider. Support staff do not exercise independent judgement in the treatment of patients. Support staff categories include clerical, administrative, and attendant staff.

T. Quality Assurance Evaluator (QAE): The Quality Assurance Evaluator is a County employee responsible for monitoring of the Contractor's clinical performance. This person may also serve as the County Contract Coordinator.

U. Quality Assurance Monitoring Plan (QAMP): The Quality Assurance Monitoring Plan is a document for County use in monitoring the Contractor's performance for each service listed in Exhibit C (Performance Requirements Summary).

3. PERSONNEL:

A. County Contract Coordinator: The County Contract Coordinator shall be responsible for providing direction to the Contractor in areas relating to policy, information and procedural requirements.

B. Contractor's Dental Supervisor: Contractor shall provide a full-time employee as an on-site Dental Supervisor, who shall be responsible for the overall management and coordination of services provided under the contract. County shall have the right to approve or disapprove the Contractor's candidate for Dental Supervisor, and shall be notified of such candidate at least thirty (30) days before implementation of contract services. Changes in Dental Supervisor during the contract term shall be made only with the prior written approval of the

County. The County reserves the right to require a change of Dental Supervisor or any other Contractor employee during the term of the contract, provided exercise of said rights is based on a failure of performance as defined in the terms of this Agreement and attachments hereto or on failure to adhere to rules and regulations of County CHC, which failure causes substantial and adverse effect on CHC patients or employees as determined by County. The Dental Supervisor, or an equally responsible and qualified person designated in writing and previously approved by the County to act on the Contractor's behalf, must be present at the CHC during all normal business hours. The Dental Supervisor must be licensed to practice dentistry in California.

C. Contractor Provided Staff: Contractor shall provide all staff, in addition to the Dental Supervisor, necessary to accomplish the required services. All Contractor provided staff shall be supervised by the Contractor. Contractor shall ensure that all Contractor staff have appropriate credentials and licenses commensurate with job responsibility. Credentialing packages for each employee must meet The Joint Commission regulations, as determined by County. All credentials and licenses must be provided for administrative review prior to staff assuming job responsibilities. Contractor shall be responsible for ensuring sufficient bilingual staff to provide services, but at least twenty percent (20%) of Contractor's staff must be fluent in speaking and understanding Spanish, to be available at all times during workdays for translation and interpretation.

D. Contractor Employee Acceptability: Contractor shall be responsible for immediately removing and replacing any employee for cause when requested to do so by the County Contract Coordinator.

E. Reporting Requirement and County Administrative Controls:

Contractor shall function in the capacity as the Dental Service Program on behalf of the CHC and shall report to and be responsible to the Administrator, subject to the limitations and provisions of Paragraph 7, INDEPENDENT CONTRACTOR STATUS, of the body of this Agreement, and shall prevail in regard to this Paragraph. Contractor shall have the authority and responsibility for assuring that established CHC policies, as they relate to CHC dental services, as they exist now or may exist in the future, are carried out, and that the overall coordination and integration of dental services are maintained. Contractor's management staff, as mutually agreed between Contractor and Administrator, shall function as part of CHC' management team in an effort to reduce costs, increase productivity and enhance the quality and level of dental services provided.

4. QUALITY CONTROL PLAN: Contractor shall establish and maintain a Quality Control Plan (Plan) designed to assure The Joint Commission requirements of this Agreement are met. Contractor shall provide a copy of said Quality Control Plan to the Administrator prior to the commencement of services hereunder and such plan shall be reviewed annually or as changes occur. The plan and any changes thereto shall be subject to the prior written approval of the CHC's Administrator. The plan shall include, but is not limited to, the following:

A. The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable, including, but not limited to, patient waiting time, complete and timely reports, audits and peer reviews.

B. The methods for continuing to assure provision of dental services to CHC in the event of an employee shortage or strike.

C. The methods of assuring that confidentiality of patient records is

maintained while in the custody of the Contractor and that records are not removed from the CHC.

5. PERFORMANCE MONITORING: County shall monitor the Contractor's performance under this contract using procedures specified in the Performance Requirements Summary, Exhibit C. All monitoring observations shall be recorded by the County. Significant deviation from performance standards as indicated in Exhibit C may result in unsatisfactory performance deductions being applied against the Basic Monthly Charge as provided for in Exhibit C.

A. If performance standards discrepancies are noted by the County, a Contract Discrepancy Report shall be issued to the Contractor.

B. Upon receipt of a Contract Discrepancy Report, Contractor shall respond in writing to the County Contract Coordinator within five (5) work days acknowledging the reported discrepancy(ies) or presenting contrary evidence and presenting a program for immediate correction of all failures in performance which have been identified.

C. Contractor shall remedy any performance defect identified by re-performance of the work or corrective action despite imposition of Unsatisfactory Performance Deductions.

D. Dental Supervisor shall meet with the County Contract Coordinator weekly for the first two (2) months of the contract term and at regularly scheduled intervals, as mutually agreed upon, during the remaining term of the contract. The purpose of such meetings shall be the exchange of information between the County Contract Coordinator and the Contractor, and the discussion of policy and procedural matters relevant to the Contractor's performance and the County's monitoring function.

6. PHYSICAL SECURITY: Contractor shall be responsible for safeguarding

all County and Contractor property provided for the Contractor's use. At the close of each workday, all supplies, equipment, and other personal property shall be secured by Contractor. Contractor shall be responsible for immediately reporting to Administrator any theft or loss of equipment, supplies and other personal property.

Contractor shall establish and implement methods of insuring that all keys issued to Contractor by the County are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor by the County shall be duplicated. Contractor shall develop procedures assuring adequate key control. Contractor shall provide the County Contract Coordinator with a list of all Contractor personnel who have been issued keys. County shall maintain the master keys for the facility. Any lost keys shall be reported to the County Contract Coordinator within one workday of the discovery of the lost key. Contractor shall be required to pay the cost of any re-keying required due to Contractor's negligence, as determined by County. Contractor shall not be held responsible for loss of County equipment, supplies or other personnel property after applying adequate physical security measures.

7. HOURS OF OPERATION

A. Normal Hours. The Contractor shall maintain service hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, with the possibility of expanding to Saturdays and evening hours of operation (i.e., work days and shifts) as requested by County. County's prior approval must be obtained for any overtime hours.

B. Recognized Holidays. Contractor is not required to provide service on County-recognized holidays. These holidays may change slightly from year to year. The County Contract Coordinator will provide Contractor with a list of holidays for the succeeding year prior to January 1 of that year. In 2007, the holidays are:

Monday, January 1	New Year's Day
Monday, January 15	Martin Luther King, Jr.,Birthday
Monday, February 19	President's Day
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, October 8	Columbus Day
Friday, November 9	Veterans Day
Thursday, November 22	Thanksgiving Day
Friday, November 23	Day after Thanksgiving
Tuesday, December 25	Christmas Day

8. GOVERNMENT OBSERVATIONS: County and personnel from other governmental jurisdictions, other than the County Contract Coordinator and Quality Assurance Evaluator, may from time to time observe contract operations. However, these personnel will not unreasonably interfere with Contractor performance.

9. MANAGEMENT INFORMATION SYSTEM: Contractor is to use the current method of computer base information system to enter patient identification and appointment tracking information and billing information on a daily basis. At a minimum, Contractor will be required to provide routine monthly reports to include, but not limited to, number of dental patients treated and the number and type of procedures provided and productivity reports.

10. Damage to Facility, Buildings or Grounds: Contractor shall repair, or cause to be repaired, at Contractor's own expense, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor, immediately upon becoming aware of any such damage, but in no case more than thirty (30) days

after the date of such damage. All repairs must be in accordance with Paragraph 45 (ALTERATIONS AND REPAIRS) of this Agreement. Should such damage not be repaired within thirty (30) days, County may make any necessary repairs. All costs incurred by the County, as determined by County, for such repairs shall be repaid by Contractor upon demand, or County may deduct such costs from any amounts due to Contractor from County.

A. Facility Inspection: Contractor's Dental Supervisor and County's Contract Coordinator will perform a thorough walk-through examination of the CHC dental area prior to the implementation of contract services. They shall agree regarding the condition of such areas, noting all damaged or worn areas. Another walk-through examination shall be performed at the end of the contract term. Contractor shall return such areas in their original condition, less consideration for normal wear and tear, and in those cases where unauthorized alterations and repairs have occurred, Contractor shall also perform the necessary maintenance to return such areas back to their original condition.

11. EQUIPMENT INVENTORY: Prior to the commencement of contract services hereunder, County and Contractor shall take a complete inventory of all equipment, including, but not limited to, dental office equipment, small hand tools, and other personal property of the dental services in the CHC for each such item.

At the expiration or prior termination of the term of any resultant contract, County and Contractor shall take another inventory. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear.

Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for

normal wear and tear.

At the expiration or prior termination of the term of any resultant contract, Contractor shall reimburse County, for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

12. CONTRACTOR FURNISHED SERVICES: Contractor shall provide all items described below.

A. Culturally Appropriate Services: The Contractor shall provide programs or services to its staff that will enable Contractor's staff to effectively identify the health practices and behaviors of target populations; and develop strategies for using them to promote adherence to treatment plans and personal involvement in preventive health behaviors.

B. Linguistically Competent Services: The Contractor shall provide programs or services that will enable Contractor staff to communicate effectively in languages of the patient population.

C. Personnel: The Contractor shall provide all personnel required for services hereunder. Dentists and support personnel shall have appropriate California state licenses, commissions, and/or certificates, as required and be able to produce such proof to Administrator, when necessary.

Contractor must assure and be prepared to demonstrate the competence of their staff responsible for translation services for County patients. Such competence must include the ability to translate commonly used primary care medical terms from English to languages used by target population.

Contractor must have bilingual or multilingual personnel staffing their advice and appointment systems. Training of these staff persons must enhance their understanding of the difficulties patients have in learning to use dental

services.

D. Supplies and Small Hand Equipment: Contractor shall provide all consumable supplies, including instruments large and small hand pieces necessary to provide the required dental services. All necessary maintenance of instruments and hand pieces shall be responsibility of the Contractor.

E. Records and Reports: Contractor shall maintain and provide accurate and complete dental, financial, personnel and other records and reports of its activities and operations under this Agreement. Dental records shall be the property of Los Angeles County.

F. Physical Examinations: Contractor shall provide physical examinations for all of its employees at the time of employment and as well as yearly physical examinations thereafter, during the term of any resultant agreement. Contractor shall immediately furnish results of employee's physical examinations to Administrator and/or Centralized Contract Monitoring Division (CCMD), within 30 calendar days of the date upon which the examination was given.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results.

Documentation shall be presented for the Administrator and or CCMD at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing services.

G. Security Identification Badges: Contractor shall ensure that Contractor's employees wear County provided security picture ID badges while

providing services at the CHC.

13. SPECIFIC TASKS: Contractor shall provide all dental services, including, but not limited to, dental and dental support services, charting to dental records and administrative management. Contractor shall change Patient Mix to meet current CHC dental needs after notification from Administrator or Dental Director(s). For example, Dental Director may request Contractor to provide treatment to more children and fewer adults; or provide more emergency treatment and fewer elective treatments.

Contractor shall be responsible for all patients seeking dental services at the CHC. Should Contractor determine that dental services cannot be provided to patient and patient must be referred to another provider, then Contractor shall document such referral. Referrals may be subject to review by QAE for appropriateness.

Contractor shall see and treat patients with diagnosed cases of acute communicable diseases such as, but not limited to: hepatitis, HIV/AIDS, venereal diseases, etc. All patients suspected of having an acute communicable disease shall be referred to a local County Public Health Facility near the patient's home for required follow-up and surveillance. Referral does not preclude dental services by Contractor, however, non-emergency treatment may be deferred until the acute infection stage has passed. Patients diagnosed as having a communicable disease shall be treated while using the most recent infection and control procedures established by the County.

Contractor shall be required to coordinate its services with the County's Public Health Investigation/Public Health Nursing Service as provided in the CHC Policy and Procedure Manual.

A. Dental Services: Contractor shall provide services in prevention, detection and treatment of dental problems to all patients presenting themselves to the CHC with such requests. The more common problems are those requiring extractions, fillings of cavities, root canal procedures and treatment of various

tooth and gum diseases. All patient care procedures must adhere to CHC Dental Services Policy and Procedures Manual and any new procedures as determined by the County. For estimated number of procedures to be provided by Contractor see Exhibit G. Additionally, outreach activities to include diagnostic and educational clinics for local schools (pre-school through Middle School) may be part of the overall dental services program.

B. Referral Services: The Contractor shall not incur any expense to County by referring patients to private practitioners (or pharmacies). Patients requiring services beyond the scope of contractor services shall be referred to County hospital dental services. However, Contractor shall be required to record such referral in the patients' dental chart.

C. Service Limitations: To provide an equitable distribution of prosthetic units, it may be necessary to defer some prosthetic services to a later date. The volume of prosthetic dentistry during a twelve (12) month period should average no less than twenty (20) prosthetic units per month. For this purpose, a prosthetic unit is a removable full or partial denture, a cast crown, or pontic. For example, a three unit fixed bridge is considered three prosthetic units. A non-cast partial denture that replaces no more than two (2) teeth is considered a half unit. Priorities for prosthetic services are included in CHC Dental Services Policy and Procedures Manual.

D. Dental Services Same Day Service Policy: To insure that all dental emergency patients are initially screened for the purposes of providing proper treatment, all patients who present themselves to the dental clinic between 7:30 a.m. - 12:30 p.m. will be evaluated by a licensed dentist. All patients diagnosed with conditions requiring same-day-services as determined by a licensed dentist will be treated that same workday unless the patient requires a

procedure not normally offered at the CHC. In such a case, referral will be arranged that same workday by the contract dentist. Patients presenting themselves to the dental clinic as emergency patients who are actually seeking non-emergency elective procedures may be scheduled for a future appointment after screening.

E. Support Services: Contractor shall be responsible for providing all support services necessary to the functioning of the dental program. This includes but is not limited to clerks, receptionists, dental assistants and necessary laboratory services, including prostheses.

F. Dental Records: Contractor shall maintain dental records in accordance with CHC standards. This includes filing all related correspondence in the CHC Medical Records Department, with a copy retained in the patient's dental records or those of patient's primary health provider.

G. Administrative Services: Contractor shall be responsible for the overall management and coordination of the dental service program and all liaison activities necessary for the maintaining of good relations between its staff and other CHC staff. Contractor shall be responsible for attendance and participation at all required administrative, County, and mandatory staff training committee meetings to include but not limited to: Infectious Control, Quality Assessment, and Safety Committee, The Joint Commission preparation and CHC mandatory staff training, Safety Diversity Violence in the Work Place, etc., subcommittee. County Contract Coordinator will provide schedules of regularly scheduled meetings as soon as they become available.

(1) Work Control: Contractor shall establish and maintain a work control system which will include a daily log of all service requests.

(2) Reports: Contractor shall provide all required reports, forms and other correspondence at the time, frequency and in the number of copies as required by Administrator. Contractor shall enter encounter data daily. These include, but are not limited to, monthly statistical and Daily Patient Reports.

(3) Facility Maintenance: Contractor shall maintain the CHC area it occupies in a neat and orderly condition at all times. Contractor shall immediately notify Administrator of all necessary repairs,

(4) Policy and Procedure Manual Review: Contractor shall review dental policy and procedures at the CHC and make recommendations for changes to the Administrator, as necessary.

(5) Equipment and Supply Responsibilities: Contractor shall be responsible for (1) providing budget information, upon request, to support the acquisition of any replacement of County equipment; (2) keeping a current list of County-supplied equipment; and, (3) keeping the maintenance history on all equipment.

(6) Staff Supervision: Contractor is responsible for total staff supervision including, but not limited to, staff attitude and conduct; staff assignments; staff professionalism and competence in providing services; established procedures in treatment, infection control, isolation and sanitation; and the accuracy and completeness of entries into dental records.

(7) Training Programs: Contractor shall provide CHC with qualified personnel required to implement new training programs upon mutual agreement between administrator and contractor.

EXHIBIT B

BILLING AND PAYMENT

1. County's Payment:

A. County's payments to Contractor for its performance hereunder shall be made each calendar month during the term of this Agreement, as set forth in Paragraph 1 (Term) of the body of this Agreement, subject to payment computation methodologies described below.

B. The County may, at any time, during the term of the Agreement request additional services within the general scope of the Agreement, if sufficient monies are available, and upon Director's specific approval, and authorize payments not to exceed ten percent (10%) of the County's maximum obligation.

C. The monthly charge ("Basic Monthly Charge") to County for services provided per calendar month shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by twelve (12).

D. After the end of each calendar month, Contractor shall present its bill consisting of the Basic Monthly Charge for such calendar month. If the Agreement terminates on a date other than the last day of a calendar month, then the Basic Monthly Charge shall be prorated and the resultant reduced amount shall be billed. County shall reimburse Contractor within thirty (30) days of receipt of Contractor's monthly bill.

2. Description of Cost Items in Schedule 1:

LABOR	Consists of salaries and wages, employee benefits, health benefits, etc. for on-site Contractor personnel providing services under this Agreement at CHC.

SERVICES AND SUPPLIES	Consists of employee training, other labor, travel, relocation and recruitment costs and consumable office supplies and small hand equipment.
EQUIPMENT	Consists of actual lease/purchase payments on equipment leased/purchased.
OTHER DIRECT COSTS	Start-up costs (all start-up costs must be included in the first contract year budget only).
INDIRECT COSTS	Consists of company profit and Contractor's administrative charges to County for the administration of all services hereunder.

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Exhibit B

HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET

DIRECT COSTS	BUDGETED COSTS					Total Maximum Cost (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Labor (Management/Staffing)						
Salaries and Wages	$504,048	$523,202	$543,083	$563,721	$585,142	$2,719,196
Employee Benefits[1]	$ 73,272	$ 76,056	$ 78,946	$ 81,946	$ 85,060	$ 395,282
Health Insurance[1]	$ 21,600	$ 22,421	$ 23,273	$ 24,157	$ 25,075	$ 116,526
Subtotal Labor	$598,920	$621,679	$645,303	$669,824	$695,278	$3,231,004
Services and Supplies (S & S)						
Consumable Supplies	$ 48,000	$ 49,824	$ 51,717	$ 53,683	$ 55,723	$ 258,946
Small Hand Tools	$ 3,000	$ 3,114	$ 3,232	$ 3,355	$ 3,483	$ 16,184
Radiation Monitoring	$ 648	$ 673	$ 698	$ 725	$ 752	$ 3,496
Laboratory Fees	$ 24,000	$ 24,912	$ 25,859	$ 26,841	$ 27,861	$ 129,473
Subtotal Services & Supplies	$ 75,648	$ 78,523	$ 81,506	$ 84,604	$ 87,819	$ 408,100
Equipment[2]						
New (Attach detailed listing of items)	$0	$0	$0	$0	$0	$0
Replacement	$0	$0	$0	$0	$0	$0
Lease	$0	$0	$0	$0	$0	$0
Installation (if any)	$0	$0	$0	$0	$0	$0

HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET (Cont'd)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Maximum Cost (Years 1-5)
Equipment (cont'd)						
Other (specify)	$0	$0	$0	$0	$0	$0
Subtotal Equipment	$0	$0	$0	$0	$0	$0
Other Direct Costs						
Maintenance	$ 3,000	$ 3,114	$ 3,232	$ 3,355	$ 3,483	$ 16,184
Alterations and Repairs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Subtotal Other Direct Costs	$ 3,000	$ 3,114	$ 3,232	$ 3,355	$ 3,483	$ 16,184
Start up Costs[3]	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Total Direct Costs	$677,568	$703,316	$730,042	$757,783	$786,579	$3,655,287
INDIRECT COSTS						
General & Administrative Overhead	$ 11,360	$ 11,792	$ 12,240	$ 12,705	$ 13,188	$ 61,284
Management Support Costs, if applicable	$ 7,650	$ 7,941	$ 8,242	$ 8,556	$ 8,881	$ 41,270
Cost of payroll processing	$ 55	$ 57	$ 59	$ 62	$ 64	$ 297
Gross Profit/Fee (specify)[3]	$ 33,878	$ 35,165	$ 36,502	$ 37,889	$ 39,328	$ 182,762
Total Indirect Costs	$ 52,943	$ 54,955	$ 57,043	$ 59,211	$ 61,461	$ 285,612

HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET - (Cont'd)

		Year 1	Year 2	Year 3	Year 4	Year 5	Total Maximum Cost (Years 1-5)
GRAND TOTAL DIRECT & INDIRECT COSTS/EXPENSES (ANNUAL FIXED REIMBURSEMENT AMOUNT)		$730,511	$758,270	$787,085	$816,994	$848,040	$3,940,900
BASIC MONTHLY CHARGE (ANNUAL FIXED REIMBURSEMENT AMOUNT DIVIDED BY 12)		$ 60,875.92	$ 63,189.17	$ 65,590.42	$ 68,082.83	$ 70,670	
PER HOUR RATE FOR EXTRA HOURS AMOUNT(4)	Standard Time	$ 300	$ 310	$ 320	$ 330	$ 340	$ 0
	Overtime	$ 450	$ 465	$ 480	$ 495	$ 510	$ 0

(1) Attach a separate sheet listing the employee benefits paid by Contractor, the percentage contributed (or rate), and the employees eligible to receive offered benefits.

(2) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date of any resultant contract. Only the first contract year costs, i.e., 12 months of depreciation (equipment)should be shown on the Line Item Budget.

(3) List each cost item on a separate line. If there is not enough space on this sheet, attach a separate page for the remaining line items.

(4) The County reserves the option to provide these services or to obtain these services from another vendor.

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY

A. Introduction

The Contractor is expected to perform all services described in the RFP. This Exhibit describes certain required services which will be monitored by the County during the term of the contract, and for which the Contractor may be assessed financial deductions (Unsatisfactory Performance Deductions) from the Basic Monthly Charge if the service has not been satisfactorily provided. The charts at the end of this Exhibit indicate each such service, the service indicators, the service standards, the maximum allowable deviations from perfect performance or the Acceptable Quality Level (AQL) before Unsatisfactory Performance Deductions shall be applied, the County's method of monitoring, and the Unsatisfactory Performance Deductions which shall be made from the Basic Monthly Charge if the County determines, in its sole discretion, that the particular service has not been satisfactorily provided. The County expects a high standard of Contractor performance under the contract and shall monitor a broad range of services specified in the contract beyond those listed in this Exhibit. DHS will make every effort to work with the Contractor to resolve any areas of difficulty. However, it is the Contractor's responsibility to satisfactorily provide all the services in Exhibit A (Performance Work Statement), some of which are summarized in the Exhibit.

B. Performance Requirements Summary Charts

The Performance Requirements Summary Charts at the end of this Exhibit:

- List some of the services considered important to acceptable contract performance (Column 1 of each chart).

- Show some of the service indicators for each such service (Column 2).
- Define the standard of performance for each such service (Column 3).
- Show the maximum allowable degree of deviation from the Acceptable Quality Level (AQL) for each such service that is allowed before the County shall deduct from the Basic Monthly Charge (Column 4).
- Show the principal quality assurance method(s) the County will use to monitor and evaluate the Contractor's performance in meeting the contract requirements for each such service, and the frequency of such monitoring (Column 5).
- Show the dollar amount, or method of calculating the dollar amount, that shall be deducted from the Basic Monthly Charge if the County determines, in its sole discretion, that the service has not been satisfactorily performed (Column 6).

C. <u>Quality Assurance</u>

Contractor's performance shall be compared each calendar month to the performance standards and AQLs using the Quality Assurance Monitoring Plan (QAMP).

The County shall use a variety of methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- One hundred percent inspection (review) of maintenance records.
- Complaints received by facility.
- County Administrative and support staff complaints.
- Random sampling of dental radiographs, records, referrals, reports and logs. An audit shall be performed by the Quality Assurance Evaluator

(QAE).

- Patient survey and/or random patient interviews.
- Other methods deemed by the Administrator to be appropriate for the evaluation of the Contractor's performance.

D. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of deficiencies found by the QAE during contract monitoring does not exceed the number of deficiencies allowed by the AQL for that service. When the performance is unacceptable, the Contractor shall complete a Contract Discrepancy Report (CDR). The CDR requires the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. Unacceptable service performance shall result in Unsatisfactory Performance Deductions as described in Section E below.

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deductions, the Contractor must, as soon as possible, remedy any and all deficiencies in the provision of services, and, as deemed possible or feasible by the Director perform such services again at an acceptable level.

E. Unsatisfactory Performance Deductions

If the service performance variance exceeds the AQL, the County shall assess Unsatisfactory Performance Deductions in the amount of Fifty Dollars ($50) for each point over and above the maximum allowable of ten cumulated points per calendar month for all services shown on the Charts at the end of this Exhibit, provided that all determinations to levy such amounts shall be subject to the approval of the CEO. The

CEO shall evaluate the Contractor's explanation on the CDR, and if the Director determines, in his sole discretion, that the particular defective performance for the particular service was caused by County's failure to fulfill contractual obligations, accident, strike, or similar occurrence beyond the control and without the fault or negligence of the Contractor, then the Director may decline to count such point(s) as defective performance for such month. A point system shall be used to determine the amount of Unsatisfactory Performance Deductions to be assessed when the performance variance exceeds the AQL. Points for all services on the Charts will accumulate each calendar month. A maximum of ten (10) points shall be allowed to accumulate per calendar month before a deduction can be made from the Basic Monthly Charge. For example, if the cumulative point total for all required services for a particular month is seven (7), no assessment for Unsatisfactory Performance Deductions shall be made because seven is within the maximum allowable points per month. However, if the total cumulative points for the month is thirty (30), the assessed Unsatisfactory Performance Deductions would be One Thousand Dollars $1,000.00 (i.e., 20 points x $50.00).

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PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Repair/maintain equipment	Documentation in maintenance records and logs	All dates for repair/maintenance recorded.	5%	Inspection and checklist review of records and logs for calendar month.	5 points for each infraction exceeding AQL.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Provide minimal service level	Documentation in charts and logs and radiographs taken	Contractor shall provide service in number and scope as indicated in Dental Services Policy and Procedure Manuals.	0%	Random sampling of all charts, radiographs and logs for service provided in calendar month (lot size shall include all logs, charts and radiographs on patients receiving services for each calendar month).	15 points for each infraction.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Prepare all required reports and forms per instruction	Completed forms and reports.	Forms and reports shall be completed daily, weekly, monthly, as required by Administrator.	10%	Random sampling of all forms and reports (lot size shall include all required forms and reports for the calendar month).	5 points for each incomplete form or report. Incomplete means failure to comply with CHC or PHC written instructions.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Provide treatment as required	Documentation in patient charts, and radiographs	Each patient's treatment shall conform to provider recommended treatment plan and patient need.	0%	Random sampling of patient's radiographs, charts, and logs (lot size shall include all patients receiving treatment in the calendar month). Patients may also be selected randomly for interviews or surveyed by mail.	15 points for each unjustified deviation from provider treatment plan included in sample.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Complete evaluation and treatment plan on each patient.	Documentation in patient records.	Each patient's dental record shall have a patient treatment plan.	0%	Random sampling of all patient records (lot size shall include all new patients provided in the calendar month).	5 points for each undocumented treatment, incomplete record or inappropriate referral in sample.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Contractor participation in regular scheduled Administration meetings	Attendance by Dental Director or designee	All regular scheduled Administrative meetings shall be attended by Dental Director or designee.	0%	Complaints by Administrator.	One point for first absence and 10 points for each additional absence during calendar month.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Contractor participate in The Joint Commission survey preparation and completion.	Maintenance of all The Joint Commission requirements	All applicable The Joint Commission requirements shall be met and maintained by Contractor.	0%	Results of mock The Joint Commission survey, spot checks by QAE, and The Joint Commission site visit report.	15 points for each infraction. $1,500 for each The Joint Commission Type I finding related to the dental service.

EXHIBIT D

LIVING WAGE PROGRAM

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

2.201.010 Findings

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

2.201.020 Definitions

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

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

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

C. "Employer" means:

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

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

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

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

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

D. "Full Time" means a minimum 40 hours worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 ' 1 (part), 1999.)

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et.seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective Effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. *It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 ' 1 (part), 1999.)

***Editor's note**: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of Living Wage

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

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

C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other Provisions

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

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an

employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Executive Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

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

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contact a history of business stability, integrity in employee relations, and the financial ability to

pay a living wage (Ord. 99-0048 ' 1 (part), 1999).

2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Executive Officer, or to the County Auditor Controller, or to the County Department Administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 ' 1 (part), 1999.)

2.201.070 Employee Retention Rights

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

A. "Retention employee" is an employee of a predecessor employer.

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

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

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

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

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

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

2. Fails to meet any other County requirement for employees of a Contractor.

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

2.201.080 Enforcement and Remedies

For violation of any of the provisions of this chapter:

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

B. The County Department Head responsible for administering a Proposition A

contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer.

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

2. Recommend to the Board of Supervisors the termination of the contract; and/or

3. Recommend to the Board of Supervisors that an employer be barred from award of future County contacts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions

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

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

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

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

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

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

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

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

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officer, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 ' 1, 1999: Ord 99-0048 ' 1 (part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect (Ord. 99-0048 ' 1 (part), 1999.)

EXHIBIT E

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

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

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11).

- -

I, _____, the undersigned am
(Name - print)

_____ with the authority to act
(Position in business)

for and on behalf of _____,
(Name of business and/or contractor)

certify under penalty of perjury that the records or copies

thereof submitted and consisting of _____
(description, no. of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: _____ Signature_____

A public entity may require a more strict and/or more extensive form of certification.

EXHIBIT G

HUBERT H. HUMPHREY
COMPREHENSIVE HEALTH CENTER

ESTIMATED NUMBER OF PROCEDURES TO BE PROVIDED ANNUALLY*

I. Procedures	Number Per Year
Diagnostic	16,450
Preventative	2,743
Restorative	3,699
Endodontics	348
Periodontics	1,966
Prosthodontic	675
Oral Surgery	1,136
Other*	6,311
Total	33,328

II. Patient Visits 10,743

*May include denture fittings, denture adjustments, and denture preparation.

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over $2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2001 are less than $32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of $791, he or she must file a 2001 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT

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

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

Therefore, the parties agree as follows:

DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

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

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

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

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

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

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

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 525
Los Angeles, CA 90012

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

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

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

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

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

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

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief

statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

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

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

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

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

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of

subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

MISCELLANEOUS

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

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

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

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

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

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

EXHIBIT J

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

EXHIBIT J

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT J

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles.

ué es la Ley de Entrega de Bebés Sin Peligro?

.ey de Entrega de Bebés Sin Peligro de California permite s padres entregar a su recién nacido confidencialmente. mpre que el bebé no haya sufrido abuso ni negligencia, res pueden entregar a su recién nacido sin temor a ser istados o procesados.

ómo funciona?

padre/madre con dificultades que no pueda o no quiera cuidar su recién nacido puede entregarlo en forma legal, confidencial y gura, dentro de los tres días del nacimiento. El bebé debe ser tregado a un empleado de una sala de emergencias o de un artal de bomberos del Condado de Los Angeles. Siempre que bebé no presente signos de abuso o negligencia, no será cesario suministrar nombres ni información alguna. Si el dre/madre cambia de opinión posteriormente y desea recuperar su bebé, los trabajadores utilizarán brazaletes para poder nocularlos. El bebé llevará un brazalete y el padre/madre recibirá n brazalete igual.

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

.os padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, al personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Exhibit K

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	ADVANCED BUILDING MAINTENANCE
Alias:	
Debarment Start Date:	6/14/2005 **Debarment End Date:** 6/13/2008
Principal Owners and/or Affiliates:	Michael Sullivan Erlinda Sullivan

Vendor Name:	INSPECTION ENGINEERING CONSTR
Alias:	Inspection Engineering Construction
Debarment Start Date:	6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi

Vendor Name:	MTS ADVANCED CORP.
Alias:	
Debarment Start Date:	2/8/2005 **Debarment End Date:** 2/7/2008
Principal Owners and/or Affiliates:	Emir Khan / Zulaine Hernandez

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

_____ _____
Signature Date

_____
Name and Title (please type or print)

EXHIBIT IV

DENTAL SERVICES AGREEMENT FOR

LONG BEACH

COMPREHENSIVE HEALTH CENTER

AGREECD4352.ABV

DECEMBER 2007

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EXHIBIT A -Performance Work Statements

A.1 Long Beach CHC: Proposition A Dental Services

A.2 Long Beach CHC: HIV/AIDS Dental Services

EXHIBIT B - Billing and Payment for Prop A Dental Service

EXHIBIT B-1 Billing and Payment for HIV/AIDS Dental Service

EXHIBIT C - Performance Requirements Summary

EXHIBIT D - Living Wage Program

EXHIBIT E - Contractor Employee Acknowledgement and Confidential Agreement

EXHIBIT E.1-Non-Employee Acknowledgment and Confidentiality Agreement

EXHIBIT F - Notice to Public Entity

EXHIBIT G - Estimated Number of Procedures to be Provided Annually

EXHIBIT H - IRS Notice 1015

EXHIBIT I - Business Associate Protected Health Information Disclosure Agreement

EXHIBIT J - Safely Surrendered Baby Law

EXHIBIT K - Listing of Contractors Debarred in Los Angeles County

EXHIBIT L - Charitable Contributions Certification

AGREECD4352.ABV

CONTRACT #_____

DENTAL SERVICES AGREEMENT FOR

LONG BEACH COMPREHENSIVE HEALTH CENTER

THIS AGREEMENT is made and entered into this 18th day of December, 2007

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

and SULLIVAN AND URBAN DENTAL MANAGEMENT FIRM, INC. (hereafter "Contractor").

76421

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), the Los Angeles County Comprehensive Health Center,(hereafter "CHC"); and

WHEREAS, non-Hospital based dental services are necessary for the needs of certain sick or injured County patients; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing non-hospital based dental services as described hereunder and possesses the competence, expertise, and personnel

required to provide such services; and

WHEREAS, in response to County's RFP for such services, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, based on competitive negotiation, DHS has selected Contractor for recommendation to County's Board of Supervisors to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004, 26227, and 31000 and California Health and Safety Code Sections 1441, 1445, and 1451.

NOW THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall commence on November 1, 2007 and shall continue in full force and effect through October 31, 2012. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed six (6) months, through April 30, 2013, upon the mutual agreement of both parties and contingent upon availability of funds.

B. Contractor may terminate this Agreement by giving at least sixty (60) days prior written notice to County in the event County materially fails to discharge its obligations hereunder. Contractor's failure to exercise this right of termination shall not constitute a waiver of such right which may be exercised in the event of any subsequent breach. Termination provisions for County are found in Paragraphs 5 (County's Obligation for Future Fiscal Years), 8 (Indemnification and Insurance), 9 (Contractor Performance During Civil Unrest or Disaster), 13 (Nondiscrimination in Employment and Affirmative Action), 17 (Covenant Against Contingent Fees), 20 (Records and Audits), 27 (Termination for Insolvency), 28 (Termination For Default), 35 (Termination for Gratuities), 36 (Termination for Improper Consideration), 37 (Termination for Convenience), 56

(County Lobbyists), 64 (Compliance with Living Wage Program), and 65 (Contractor Responsibility and Debarment) below. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records, shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 37 (Termination for Convenience) below.

C. The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the mutual agreement of the both parties. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the extension. Compensation for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

If Director and Contractor mutually fail to agree to extend the Agreement on a month-to-month basis as of the expiration date set forth in Paragraph 1.A above, then the Agreement shall expire on said date.

D. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide dental services for the CHC in the manner and form as described in the body of this Agreement and in Exhibit A.1 and Exhibit A.2, attached hereto and incorporated herein by reference.

B. All policies, procedures, and standards are provided by the CHC. The

Contractor shall develop from the CHCs' policies, procedures, and standards their operational manual.

3. MAXIMUM OBLIGATION OF COUNTY:

A. Proposition A Dental Services: The Maximum Obligation of County for Contractor's performance of Proposition A dental services, as set forth in Exhibit A.1 of this Agreement, is One Million Seven Hundred Forty-Eight Five Hundred Fifty-Eight Dollars ($1,748,558) for the initial term of the Agreement commencing the date of Board approval through October 31, 2012.

If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's approval, County may require additional Prop A dental services and authorize to Contractor an increase to the applicable County total maximum obligation as payment for such services of no more than ten percent (10%) at a cost of no more than One Hundred Seventy-Four Thousand Eight Hundred Fifty Six Dollars ($174,856), as determined by County. If the increase exceeds ten percent (10%) of the County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS paragraph of this Agreement.

Upon mutual agreement of County and Contractor, this Agreement may be extended up to six months beginning November 1, 2012 through April 30, 2013. The Maximum Obligation of the County during the extended term of the Agreement shall not exceed Two Hundred Thousand Thirty-Three Dollars ($200,033).

B. Non-Proposition A - HIV/AIDS Dental Services: The Maximum Obligation of County for Contractor's performance of Non-Proposition A,

HIV/AIDS dental services, as set forth in Exhibit A.2 of this Agreement, is Twenty Thousand Seven Hundred Fourteen Dollars ($20,714), 100% offset by the Ryan White Care Act funds commencing the date of Board approval through February 29, 2008; and the estimated total cost is Two Hundred Eighty-Nine Thousand Nine Hundred Ninety-Six Dollars ($289,996) for the period effective March 1, 2008 through October 31, 2012, contingent upon availability of funds.

Upon mutual agreement of County and Contractor, this Agreement may be extended up to six months beginning November 1, 2012 through April 30, 2013. The Maximum Obligation of the County during the extended term of the Agreement shall not exceed Thirty-One Thousand Seventy-One Dollars ($31,071).

4. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit B for Prop A dental services and Exhibit B-1 for HIV/AIDS dental services attached hereto and incorporated herein by reference, on billing forms furnished by County, provided that if County fails to furnish billing forms, Contractor forms will be acceptable. County shall pay Contractor within thirty (30) days following receipt of a complete and correct billing as provided in Exhibit B and Exhibit B-1.

5. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in 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 County fiscal year for which funds were appropriated. If the Agreement is terminated due to non-appropriation of funds by

County, County shall be obligated for Contractor's performance pursuant to the provision of Paragraph 4 "Billing and Payment" up to the date termination as noticed in writing by the County. County shall notify Contractor in writing of such non-allocation of funds within five (5) working days of final decision by the Board on non-appropriation of funds.

6. ADMINISTRATION: Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under Agreement, and (2) to defend the County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. 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 Health Facility Administrator or his duly authorized designee.

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 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.

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

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be the 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 services performed by or on behalf of Contractor pursuant to this Agreement.

D. The Contractor shall adhere to the provisions stated in Paragraph 14 - Confidentiality.

8. INDEMNIFICATION AND INSURANCE:

A. Indemnification: 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 and expense, 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.

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

shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department Contract Administrator Name and Address prior to commencing services under this Agremeent. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) 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.

(d) Include copies of the additional insured endorsement to the commerical 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.

(e) 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, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporated surety licensed to

transact business in the State of California.

2. 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.

3. 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.

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

(a) 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 24 hours of occurrence.

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

(c) 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.

(d) 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.

5. 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 results to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7. Insurance Coverage Requirements:

A. 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 $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 Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which 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

D. 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. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

E. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty: $ determined by dept.

F. Performance Security Requirements: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

(1) Performance Bond: A faithful performance bond in an amount equal to 100% of the Agreement award amount and executed by a corporate surety licensed to transact business in the State of California, or,

(2) Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to the County upon demand in an amount no less than $ (determined by department). Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Agreement.

9. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: 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, as determined by County. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor for which County may immediately terminate this Agreement.

10. LIQUIDATED DAMAGES: All time limits and required acts of Contractor are of the essence for this Agreement. Should Contractor fail to perform or complete the services required to be done within seven (7) days after written notice is provided pursuant to Paragraph 28 (Termination for Default) below, it is mutually understood and agreed that damages will occur and that such damages will be impracticable or extremely difficult to fix as to the extent of actual damages resulting from the failure of Contractor to correct a deficiency within such time frame. A reasonable estimate by the parties of such damage is Two Hundred Dollars ($200) per day for each day exceeding such seven (7) days. Therefore, the parties agree that Contractor shall be liable to County for liquidated damages, and not as a penalty, in the amount of Two Hundred Dollars ($200) per day for each day exceeding such seven (7) days.

Additionally, and notwithstanding the above provision, should Contractor fail to correct deficiencies within such seven (7) days, Administrator may, upon giving five (5) days notice to Contractor, correct any and all deficiencies. All costs incurred by County, as determined by County, to perform such services by an alternate source, whether with County employees or another Contractor, shall be deducted and forfeited from any amounts due to Contractor from County. Such deductions as well as any deductions pursuant to Exhibit A (Performance Work Statement For Dental Services) and Paragraph 4 (Billing and Payment) of Sample Agreement, shall not be construed as a penalty but as adjustment of payment to Contractor for only the services actually performed, and the recovery of County cost and damages from the failure of Contractor to perform or otherwise comply with the provisions of this Agreement.

11. PERFORMANCE STANDARDS: It is mutually understood and agreed

that Contractor's failure to provide timely dental services and HIV/AIDS dental services, to comply with assessment and evaluation plans, to comply with training requirement as described in Exhibit A, or to comply with certain other contract requirements as specified in the Performance Requirements Summary, attached hereto as Exhibit C and incorporated herein by reference, may create damages to County's patients, County's staff, and others and that such damages, from the nature of the case, will be extremely difficult to measure and impractical to fix. Therefore, County and Contractor hereby agree to fix the amounts of such damages in advance as set forth in the Performance Requirements Summary.

The reasonable and necessary cost of investigation by Administrator, as determined by County, of any such failure of performance by Contractor may also be assessed against Contractor as provided in this Paragraph in addition to such amounts provided that failure of Contractor's performance arises out of circumstances under Contractor's control.

All determinations to levy such amounts for damages shall be subject to approval by Administrator. Administrator may decline to levy such amounts for damages if Administrator determines that the particular violation was caused by a strike or accident or similar occurrence beyond the control and without the fault or negligence of Contractor.

12. 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 all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided

in an equivalent manner or at an 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 other than precautions dictated by infectious control procedures; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipient of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

13. NONDISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION:

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 or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: 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.

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.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of this 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 Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event that Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records, including, but not limited to, County records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances, rules, directives, and The Joint Commission accreditation standards, relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement

and Confidentiality Agreement", Exhibit E.

15. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of 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 such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

16. CONFLICT OF INTEREST: No County employee whose position in 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 Contractor, 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 the 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 conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

17. 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.

18. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) 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 authorized representatives, the contracts, 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.

19. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, 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 the payments made by County to Contractor, then the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at Director's sole discretion, deducted from any amounts due County to Contractor whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's total payment obligation for services hereunder be exceeded.

20. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its activities and operations as relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's

option, 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.

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

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

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

Contract.

E. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with County's Program, that Contractor shall promptly and without delay provide to County, upon written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to work performed by said employees on the Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the Bounty under this Contract is for the purpose of enabling the County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and the County's Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine,

audit, excerpt, copy, or transcribe such materials and information at such other location.

21. REPORTS: Contractor shall make reports in format as required by Director concerning Contractor's activities and operations as they relate to this Agreement. Required reports include, but are not limited to, the following:

A. Monthly reports as determined by the CHC Administrator on the total number of patients, new patients, patient visits, and treatments.

B. Monthly report on equipment needs and dental appliances.

C. All other reports as required by Administrator.

22. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Contractor shall not have any right to, and 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 Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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.

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 material breach of the Agreement which may result in the termination of 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.

23. RULES AND REGULATIONS: During the time that Contractor's employees are at the CHC, such persons shall be subject to the rules and regulations of the CHC. Copies of all policies, procedures, rules, and regulations of the CHC will be made available to Contractor by the CHC.

It is the responsibility of Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from Administrator that: (1) any such employee has violated such rules and regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that Administrator decides that the corrective action taken by Contractor is not sufficient, then: (1) Contractor shall remove or suspend such employee from the provision of services hereunder or take such other action as requested by Administrator, and (2) if Contractor reasonably disagrees with the action requested by Administrator, upon demand by Contractor, County shall immediately indemnify Contractor for any liability and costs, including reasonable

attorneys' fees, incurred by Contractor in connection with its defense of any legal action or any administrative proceeding arising from such removal or suspension heard before an appropriate administrative agency or filed in a competent court by any such affected employee.

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

25. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

26. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, within ten days following the execution of this Agreement, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

27. TERMINATION FOR INSOLVENCY:

A. County may cancel forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay it debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a receiver or trustee for Contractor; or

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. 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.

28. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C below, by written notice of default to Contractor, terminate this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform 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 these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event County terminates this Agreement as provided in Subparagraph A above, County may procure, upon such terms and in such manner as County may deem 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, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

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

and subcontractor, and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform unless the supplies 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, and unless Contractor knew or should have known within a reasonable time before occurrence that a default was about to occur.

D. If, after notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 37 (Termination for Convenience) below.

If, after Contractor's receipt of a Notice of Termination based on the provisions of this Paragraph, and it is determined that Contractor was not in default or that the default was excusable under the provisions of this Paragraph, Contractor, at its option, may terminate this Agreement. Thereafter, the rights and obligations of the Parties with respect to payment by County for Contractor performance rendered shall be the same as though a County notice of termination had been issued pursuant to Paragraph 37 (Termination for Convenience).

E. 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.

F. As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

29. NOTICE OF DELAYS: Except as otherwise provided hereunder, 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 five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

30. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or oral understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

31. CONFLICT OF TERMS: To the extent that there exists any conflict between the language of this Agreement and that of any of the Exhibit(s) and Schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining Exhibit(s) and Schedule(s) shall govern and prevail in the following order:

1. Exhibits A.1 and A.2 - Performance Work Statements
2. Exhibits B and B.1 - Billing and Payment Schedules
3. Exhibit C - Performance Requirement Summary
4. Exhibit D - Living Wage
5. Exhibit E - Contractor Employee Acknowledgement & Confidentiality Agreement
6. Exhibit E.1 - Non-Employee Acknowledgement and Confidentiality Agreement
7. Exhibit F - Notice to Public Entity
8. Exhibit G - Estimated Number of Annual Procedures to be Provided
9. Exhibit I - Business Associate Protected Health Information Disclosure Agreement

10. Exhibit J - Safely Surrendered Baby Law

11. Exhibit K - Debarred Contractors in Los Angeles County

32. WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

33. SEVERABILITY: 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.

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

35. TERMINATION FOR GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one calendar day's notice, if it found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of, such contract; provided, that the existence of the facts upon which County makes such findings shall be in issue and may be reviewed in any competent court. 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.

If Contractor is terminated by County on the basis of the provisions of this Paragraph, and it is determined by a competent court that Contractor did not violate said provisions, then County shall be liable to Contractor for all damages proximately caused by County's erroneous termination.

36. 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 the 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 the Contractor.

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 (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.

37. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement, may be terminated when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written sixty (60) day advance Notice of Termination specifying the

extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such for Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

38. DISCLOSURE OF INFORMATION: Contractor shall not disclose any details in connection with this Agreement to any other person or entity, except as may be otherwise provided herein or required by law. However, in recognition of Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement subject to the following conditions: (1) Contractor shall develop and publicize material in a professional manner, and (2) during the term of this Agreement, Contractor, its employees, agents, and subcontractors, shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of County without the prior written consent of Director.

39. BUSINESS ASSOCIATE PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT: The performance of Contractor's obligations under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit I (Business Associate Protected Health Information Disclosure Agreement). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Exhibit I) (hereafter "Business Associate Agreement") by and between Contractor (referred to in Exhibit I as "Business Associate") and County

(referred to in Exhibit I as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

40. 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.

41. EQUIPMENT AND OTHER PERSONAL PROPERTY INVENTORY: Prior to the commencement of services hereunder, County and Contractor shall take a complete inventory of all equipment and personal property of CHC's Dental Services for each such item.

At the expiration or prior termination of the term of this Agreement, another inventory shall be taken by County and Contractor. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for normal wear and tear.

At the expiration or prior termination of the term of this Agreement, Contractor shall reimburse County for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

42. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: In order to perform services hereunder and only for the performance of such services, Contractor is authorized to occupy and use at CHC County space and equipment and other personal property as approved from time to time in writing by Administrator whose

approval shall be subject to the prior written approval of County's Department of Internal Services and Chief Executive Office.

If, at any time during the term of this Agreement, any space indicated above is not utilized by Contractor for services hereunder, then such space shall be vacated by Contractor and may thereafter be used by County for any purpose.

43. EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment, which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such equipment is not economically feasible and that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County, to obtain and install replacement equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County.

44. ALLOCATED COUNTY COSTS: County costs allocated to or related to CHC's dental services as of the time of commencement of services hereunder, including, but not limited to, utilities, equipment, housekeeping services, and other services provided by other County units, departments, or contractors, shall not be charged to Contractor. Such services shall include the following:

A. Housekeeping services for all floors, walls, windows, restrooms, and offices used by Contractor at the CHC.

B. Telephone instruments and services restricted to locations within Area Codes 213, 310, 323, 562, 626, 714, 818 and 909 for the performance of this Agreement. All other telephone calls shall be paid for directly by Contractor.

C. Utilities at the CHC, including gas, electricity, water, heating and cooling.

D. Regular pest extermination services at the CHC.

E. Hazardous waste shall be handled in accordance with County Rule and Regulation Number 6, Revision I, governing the Management of Infectious Waste in Los Angeles County, and Title 22, Chapter 30, Article 13 of the California Administrative Code.

F. All required County forms and copies of all applicable laws, regulations, directives, and other provisions to Contractor at the CHC.

G. Parking for Contractor staff in accordance with the CHC's Policy.

H. Pictured ID badges for Contractor staff.

I. All medications and prescriptions.

45. ALTERATIONS AND REPAIRS:

A. In the event that Contractor proposes any alteration or repair of any County facility or building, then prior to the commencement of any such alteration or repair, Contractor shall obtain the prior written approval of the plans and specifications for such alteration or repair from Director and County's Internal Services Department; County's Internal Services Department may condition its approval upon the posting of such performance and labor and material bonds (with County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alteration and repair. In the event that the estimated cost of any such alteration or repair, including labor and material, exceeds Ten Thousand Dollars ($10,000), then such alteration or repair may be subject to the competitive bidding requirements of State law. The financing and performance of any such alteration or repair shall be subject to the provisions

of the State constitution, statutes, and regulations, including, but not limited to, the prevailing wage and hour provisions of the California Labor Code, and County ordinances as well as the prior written approval of Director and County's Internal Service Department. Any alteration or repair of County premises hereunder shall become County property, or County may require Contractor, at its expense, to restore County premises to the condition as existed prior to any such alteration or repair.

46. DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS:

A. Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor, its employees, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty days after the occurrence, and in accordance with Paragraph 45 (ALTERATIONS AND REPAIRS).

B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct such costs from any amounts due to Contractor from County.

47. COUNTY APPROVAL OF CONTRACTOR'S EMPLOYEES: Contractor's Dental Services Supervisor and other professionals, as determined by County, to be provided at the CHC may be interviewed by Administrator for verification purposes to confirm existence of employee's required licenses and other credentials and shall be subject to the credentialing process and changes in County's credentialing process.

48. CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

Contractor shall notify County within one business day when staff is terminated from working on this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from County Agreement.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County photo identification badge at the time of removal from working on the Agreement.

49. PHYSICAL EXAMINATIONS: Contractor shall have each of its employees who performs services under this Agreement examined by a duly licensed physician for fitness prior to such employees' performance of services hereunder, as well as yearly physical examinations thereafter.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results. Documentation shall be presented for the Administrator at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing such service.

50. REFERRAL OF COUNTY EMPLOYEES FOR EMPLOYMENT WITH CONTRACTOR: Contractor shall accept referrals from DHS Human Resources of qualified County employees for consideration of employment with Contractor. Such consideration for employment shall be limited to the vacancies in Contractor's staff needed to perform services under this Agreement. If such referrals are offered employment, such offers shall be made once, shall be in writing, shall indicate whether the position is full-time or part-time, and shall be valid for a period of ten calendar days from the date the offer is made, unless such period is extended at Contractor's option. Such offers shall be for vacancies which occur in Contractor's staff, beginning with County's Board of Supervisors approval of this Agreement and throughout the term of this Agreement. Employment offers to County's employees shall be under at least the same conditions and rates of compensation which apply to other persons who are employed or may be employed by Contractor. Contractor shall maintain records of such offers to include a description of the position and duties, the rate of pay and fringe benefits, and whether the allotted time period. County employees who are employed by Contractor under this Paragraph shall not be discharged during the term of this Agreement except for cause. At the time of any such discharge for cause, Contractor shall notify DHS Human Resources staff and/or other County staff designated by Executive Director.

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.

51. 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, the County, its offices, 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.

52. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standard Act, and shall indemnify, and hold harmless the County, 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 services performed by the Contractor's employees for which the County may be found jointly or solely liable provided that County's liability is not based on Contractor's actions or inactions if said actions or inactions are performed in compliance with the terms of this Agreement.

53. SUBCONTRACTING: All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Contractor shall include in all subcontracts the following provisions: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of

Los Angeles."

Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor except where other wise noted.

54. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 United States Code Sections 2000e through 2000e (17), to the end that no person shall, on grounds of religion, race, color, sex or national origin, 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.

55. 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.

56. COUNTY LOBBYISTS: Contractor and each County Lobbyist or County Lobbying 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 lobbying firm 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.

57. INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND

DISPUTES: Should any misunderstanding arise, Director will interpret the Agreement. If the Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation, Contractor may file a written request with the Director for a hearing before a Disputes Review Panel as provided below. The written request shall outline in detail the area of dispute.

The Disputes Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of dental services contracts. The Panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

58. 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 Purchase Order or Agreements 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 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 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District

Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

59. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 28 "Termination for Default".

60. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.

61. 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 the Agreement in jeopardy if not corrected will be reported to County's 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 Agreement or impose other penalties as specified in Agreement.

62. 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 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.

63. 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 for in Internal Revenue Service Notice 1015, Exhibit H.

64. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Contract is subject to the provisions of

the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit D and incorporated by reference into and made a part of the Contract.

B. Payment of Living Wage Rates:

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

a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services

Community Health Plan. If, at any time during the Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If Contractor is not required to pay a living wage when

the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period.

The County may also require, at any time during the contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to

pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll

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

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

F. Notifications to Employees: Contractor shall place County-provided living wage posters at each of Contractor's places of business and all locations where Contractor's Employees are performing services for the County. Contractor shall also distribute County-provided notices to

each of its Employees at least once per year. Contractor shall translate the posters and handouts into Spanish and any other language spoken by a significant number of its Employees.

G. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will

result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

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

following right/remedies:

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

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

The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

3. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

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

I. Contractor Retaliation Prohibited Contractor and/or its

employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

K. Employee Retention Rights:

Note: This paragraph applies only if the Contract involves the provision of services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

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

b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor

cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

2. Contractor is not required to hire a retention employee who:

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

b. Fails to meet any other County requirement for employees of a contractor.

3. Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

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

65. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 with only responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that 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 not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with 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 County or any other public entity.

D. If there is evidence that 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.

E. 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.

F. 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 Hearing Board.

G. 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (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.

H. 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.

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.

I. These terms shall also apply to Subcontractors of County Contractors.

66. <u>CERTIFICATION REGARDING DEBARMENT.</u>

SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION (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, 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. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

67. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor, agrees to use recycled-content paper to the maximum extent possible on this Contract.

68. COMPLIANCE WITH JURY SERVICE PROGRAM:

68.1 This Agreement is subject to the provisions of County's ordinance entitled ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

68.2 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 days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

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

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

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

69. SAFELY SURRENDERED BABY LAW:

69.1 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law:

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. 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. See Exhibit J herein. 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.

69.2 Notices to Employees Regarding the Safely Surrendered Baby Law:

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org.

70. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return

receipt requested, to the parties at the following addresses and to the attention of the persons 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 giving ten (10) days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

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

Attention: Administrator

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

Attention: Administrator

Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Sullivan and Urban Dental Management Firm, Inc.
11116 Rives Avenue
Downey, California 90241

Attention: Michael E. Sullivan, DDS

71. ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not have any right to, and 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 Paragraph, County

consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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, 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 material breach of the Agreement which may result in the termination of 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.

72. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM ORDINANCE: This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

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

73. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit L, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

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

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

75. 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.

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

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COUNTY OF LOS ANGELES

By _____
YVONNE B. BURKE
Chair, Board of Supervisors

ATTEST:

Sachi Hamai
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

Sullivan and Urban Dental
Management Firm, Inc.
Contractor

By _____

Michael E Sullivan, DDS
Print Name

Title _____

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY COUNTY COUNSEL:

By _____
Maya Lee
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

AGREECD4352.ABV

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 DEC 18 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

76421

EXHIBIT A.1

PERFORMANCE WORK STATEMENT

LONG BEACH COMPREHENSIVE HEALTH CENTER:

PROPOSITION A DENTAL SERVICES

1. GENERAL: The Contractor shall provide on-site dental, support and administrative services at the Long Beach Comprehensive Health Center (CHC) under the direction of Administrator. Contractor shall modify Patient Mix within the Scope of Work of this Agreement to meet current CHC dental needs, after notification from Administrator or Dental Director(s). Additionally, the Contractor may provide outreach public health dental services to minor children under the age of fourteen (14) years. Such services shall include, but are not limited to, the provision of administrative, support and professional staff. Contractor must perform to the standards in Exhibit C, Performance Requirements Summary and within any accreditation and licensing requirements set by any regulatory agency, including, but not limited to The Joint Commission and California Medical Association.

2. DEFINITIONS:

A. Acceptable Quality Level (AQL): The Acceptable Quality Level is the maximum allowable leeway or variance from a performance standard before the County will reject the specific service and may make Unsatisfactory Performance Deductions from payment to the Contractor, as described in Exhibit C. An AQL does not allow the Contractor to knowingly offer unsatisfactory service, but recognizes that defective performance may sometimes occur. If the defective performance does not exceed the AQL, the County will accept the service and will not make unsatisfactory performance deductions.

B. Administrator: The Administrator is the County's Chief Executive Officer of the Comprehensive Health Center, or his duly authorized designee.

C. Broken/Cancelled Appointments: The number of scheduled patients who did not show up for the clinic session or who cancelled the appointment.

D. Clinic Session: A period of time per provider set aside in advance for the purpose of delivering specific services to patients in an organized manner.

E. Contract Discrepancy Report (CDR): The Contract Discrepancy Report is a report used by the County's Quality Assurance Evaluator to record contract information regarding discrepancies or problems with the Contractor's performance. If the Contractor's performance is judged unsatisfactory, the Quality Assurance Evaluator shall forward a Contract Discrepancy Report to the Contractor for his response.

F. Contract Year: The first Contract Year of the contract will begin on date of implementation and run for a twelve (12) month period. Each subsequent contract year shall be a twelve (12) month period.

G. INTENTIONALLY BLANK

H. County Contract Coordinator: The County Contract Coordinator is the person authorized to administer the contract on behalf of the County. This person may also serve as the County's Quality Assurance Evaluator and/or the Administrator of the CHC.

I. Culturally Appropriate: "Culturally Appropriate" shall mean the capacity of Contractor staff to effectively identify the health practices and behaviors of target populations; design programs, interventions, and services which effectively address cultural and language barriers to the delivery of appropriate and necessary health care services; and to evaluate and contribute to the ongoing improvement of these efforts, including, but not limited to, access

to care, patient satisfaction, promoting compliance with treatment regimens, and the promotion of more effective health efforts.

J. Dental Director: Dental Director is the person designated by the County to manage provision of dental services at the CHC. The Dental Director will provide program direction to the Contractor.

K. Dental Supervisor: The Dental Supervisor is the person designated by the Contractor to be responsible for the overall operation of the dental services program, or his duly authorized designee.

L. Director: The Director is the Director of the County's Department of Health Services, or his duly authorized designee.

M. Linguistically Competent: Linguistically Competent shall mean the ability of health professionals to communicate effectively in the language of the patient population to ensure that patients understand and are willing to follow post treatment instructions.

N. Patient Mix: Patient Mix refers to the various types of CHC patients, e.g., adult, children, adolescent, CHDP, General Relief, emergency, elective, etc.

O. Patient Visit: A primary dental service provided to a patient with a dental need by one (1) or more members of the unit staff present during a clinic session. The maximum number of clinic visits per patient per categorical clinic session is one (1).

P. Performance Requirements Summary (PRS): The Performance Requirements Summary is Exhibit C which summarizes certain required services under the contract, key performances indicators, service standards, maximum allowable deviations from perfect performance before Unsatisfactory Performance Deductions may be applied, County method(s) of monitoring, and the amount of unsatisfactory performance deductions.

Q. Provider: A provider is defined as any clinic employee who assumes primary judgement in the diagnosis and/or treatment of a patient during a clinic session. Provider subcategories include: Clinician (Dentist), Mid-Level Provider (Dental Hygienist),and Other Staff (Dental Assistant, X-Ray Tech).

R. Support Staff: Any clinic employee who carries out, assists or dispenses orders under the supervision of a provider. Support staff generally do not exercise independent judgement in the treatment of patients.

S. Quality Assurance Evaluator (QAE): The Quality Assurance Evaluator is a County employee responsible for monitoring of the Contractor's clinical performance. This person may also serve as the County Contract Coordinator.

T. Quality Assurance Monitoring Plan (QAMP): The Quality Assurance Monitoring Plan is a document for County use in monitoring the Contractor's performance for each service listed in Exhibit C (Performance Requirements Summary).

3. PERSONNEL:

A. County Contract Liaison: The County Contract Liaison shall have the authority to administer this contract on behalf of the County. The County Contract Coordinator shall be responsible for providing direction to the Contractor in areas relating to policy, information and procedural requirements. The County Contract Liaison is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the County of Los Angeles in any way whatsoever.

B. Contractor's Dental Supervisor: Contractor shall provide a full-time employee as an on-site Dental Supervisor, who shall be responsible for the overall management and coordination of services provided under the contract. County shall have the right to approve or disapprove the Contractor's candidate

for Dental Supervisor, and shall be notified of such candidate at least thirty (30) days before implementation of contract services. Changes in Dental Supervisor during the contract term shall be made only with the prior written approval of the County. The County reserves the right to require a change of Dental Supervisor or any other Contractor employee during the term of the contract, provided exercise of said rights is based on a failure of performance as defined in the terms of this Agreement and attachments hereto or on failure to adhere to rules and regulations of County CHC, which failure causes substantial and adverse effect on CHC patients or employees as determined by County. The Dental Supervisor, or an equally responsible and qualified person designated in writing and previously approved by the County to act on the Contractor's behalf, must be present at the CHC during all normal business hours. The Dental Supervisor must be licensed to practice dentistry in California.

C. Contractor Provided Staff: Contractor shall provide all staff, in addition to the Dental Supervisor, necessary to accomplish the required services. All Contractor provided staff shall be supervised by the Contractor. Contractor shall ensure that all Contractor staff have appropriate credentials and licenses commensurate with job responsibility. Credentialing packages for each employee must meet The Joint Commission regulations, as determined by County. All credentials and licenses must be provided for administrative review prior to staff assuming job responsibilities. Contractor shall be responsible for ensuring sufficient bilingual staff to provide services, but at least twenty percent (20%) of Contractor's staff must be fluent in speaking and understanding Spanish, to be available at all times during workdays for translation and interpretation.

D. Contractor Employee Acceptability: Contractor shall be responsible

for immediately removing and replacing any employee for cause when requested to do so by the County Contract Coordinator.

E. Reporting Requirement and County Administrative Controls: Contractor shall function in the capacity as the Dental Service Program on behalf of the CHC and shall report to and be responsible to the Administrator, subject to the limitations and provisions of Paragraph 7, INDEPENDENT CONTRACTOR STATUS, of the body of this Agreement, and shall prevail in regard to this Paragraph. Contractor shall have the authority and responsibility for assuring that established CHC policies, as they relate to CHC dental services, as they exist now or may exist in the future, are carried out, and that the overall coordination and integration of dental services are maintained. Contractor's management staff, as mutually agreed between Contractor and Administrator, shall function as part of the CHC's management team in an effort to reduce costs, increase productivity and enhance the quality and level of dental services provided.

4. QUALITY CONTROL PLAN: Contractor shall establish and maintain a Quality Control Plan designed to assure The Joint Commission requirements of this Agreement are met. Contractor shall provide a copy of said Quality Control Plan to the Administrator prior to the commencement of services hereunder and such plan shall be reviewed annually or as changes occur. The plan and any changes thereto shall be subject to the prior written approval of the CHC's Administrator. The plan shall include, but is not limited to, the following:

A. The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable, including, but not limited to, patient waiting time, complete and timely reports, audits and peer reviews.

B. The methods for continuing to assure provision of dental services to CHC in the event of an employee shortage or strike.

C. The methods of assuring that confidentiality of patient records is maintained while in the custody of the Contractor and that records are not removed from the CHC.

5. QUALITY CONTROL MONITORING: County shall monitor the Contractor's performance under this contract using procedures specified in the Performance Requirements Summary, Exhibit C. All monitoring observations shall be recorded by the County. Significant deviation from performance standards as indicated in Exhibit C may result in unsatisfactory performance deductions being applied against the Basic Monthly Charge as provided for in Exhibit C.

A. If performance standards discrepancies are noted by the County, a Contract Discrepancy Report shall be issued to the Contractor.

B. Upon receipt of a Contract Discrepancy Report, Contractor shall respond in writing to the County Contract Coordinator within five (5) work days acknowledging the reported discrepancy(ies) or presenting contrary evidence and presenting a program for immediate correction of all failures in performance which have been identified.

C. Contractor shall remedy any performance defect identified by re-performance of the work or corrective action despite imposition of Unsatisfactory Performance Deductions.

D. Dental Supervisor shall meet with the County Contract Coordinator weekly for the first two (2) months of the contract term and at regularly scheduled intervals, as mutually agreed upon, during the remaining term of the contract. The purpose of such meetings shall be the exchange of information between the County Contract Coordinator and the Contractor, and the discussion of policy

and procedural matters relevant to the Contractor's performance and the County's monitoring function.

6. PHYSICAL SECURITY: Contractor shall be responsible for safeguarding all County and Contractor property provided for the Contractor's use. At the close of each workday, all supplies, equipment, and other personal property shall be secured by Contractor. Contractor shall be responsible for reporting to Administrator any theft or loss of equipment, supplies and other personal property.

Contractor shall establish and implement methods of insuring that all keys issued to Contractor by the County are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor by the County shall be duplicated. Contractor shall develop procedures assuring adequate key control. Contractor shall provide the County Contract Coordinator with a list of all Contractor personnel who have been issued keys. County shall maintain the master keys for the facility. Contractor shall be required to pay the cost of any re-keying required due to Contractor's negligence, as determined by County. Contractor shall not be held responsible for loss of County equipment, supplies or other personnel property after applying adequate physical security measures.

7. HOURS OF OPERATION

A. Normal Hours. The Contractor shall maintain service hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, with the possibility of expanding to Saturdays and evening hours of operation (i.e., work days and shifts) as requested by County. County's prior approval must be obtained for any overtime hours.

B. Recognized Holidays. Contractor is not required to provide service on County-recognized holidays. These holidays may change slightly from year to year. The County Contract Coordinator will provide Contractor with a list of

holidays for the succeeding year prior to January 1 of that year. In 2007, the holidays are:

Monday, January 1	New Year's Day
Monday, January 15	Martin Luther King, Jr., Birthday
Monday, February 19	President's Day
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, October 8	Columbus Day
Friday, November 9	Veterans Day
Thursday, November 22	Thanksgiving Day
Friday, November 23	Day after Thanksgiving
Tuesday, December 25	Christmas Day

8. GOVERNMENT OBSERVATIONS: County and personnel from other governmental jurisdictions, other than the County Contract Coordinator and Quality Assurance Evaluator, may from time to time observe contract operations. However, these personnel will not unreasonably interfere with Contractor performance.

9. MANAGEMENT INFORMATION SYSTEM: Contractor is to use the current method of computer base information system to enter patient identification and appointment tracking information and billing information on a daily basis. At a minimum, the Contractor will be required to provide routine monthly reports to include, but not limited to, number of dental patients treated and the number and type of procedures provided.

10. Damage to Facility, Buildings or Grounds: Contractor shall repair, or cause to be repaired, at Contractor's own expense, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees of Contractor, or

persons or companies making pick-ups from or deliveries to Contractor, immediately upon becoming aware of any such damage, but in no case more than thirty (30) days after the date of such damage. All repairs must be in accordance with Paragraph 45 (ALTERATIONS AND REPAIRS) of this Agreement. Should such damage not be repaired within thirty (30) days, County may make any necessary repairs. All costs incurred by the County, as determined by County, for such repairs shall be repaid by Contractor upon demand, or County may deduct such costs from any amounts due to Contractor from County.

A. Facility Inspection: Contractor's Dental Supervisor and County's Contract Coordinator will perform a thorough walk-through examination of the CHC dental area prior to the implementation of contract services. They shall agree regarding the condition of such areas, noting all damaged or worn areas. Another walk-through examination shall be performed at the end of the contract term. Contractor shall return such areas in their original condition, less consideration for normal wear and tear, and except for alterations or repairs approved by County.

Contractor shall return such areas in their original condition, less consideration for normal wear and tear, and in those cases where unauthorized alterations and repairs have occurred, Contractor shall also perform the necessary maintenance to return such areas back to their original condition.

11. EQUIPMENT INVENTORY: Prior to the commencement of contract services hereunder, County and Contractor shall take a complete inventory of all equipment, including, but not limited to, dental office equipment, small hand tools, and other personal property of the dental services in the CHC for each such item.

At the expiration or prior termination of the term of any resultant contract, another inventory shall be taken by County and Contractor. Contractor shall return to

County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear.

Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for normal wear and tear.

At the expiration or prior termination of the term of any resultant contract, Contractor shall reimburse County, for any missing or broken County equipment and other personal property it has been provided hereunder, or County may deduct such cost from any amounts due to Contractor from County.

12. CONTRACTOR FURNISHED SERVICES: Contractor shall provide all items described below.

A. Personnel: The Contractor shall provide all personnel required for services hereunder. Dentists and support personnel shall have appropriate California state licenses, commissions, and/or certificates, as required.

B. Supplies and Small Hand Equipment: Contractor shall provide all consumable supplies, including instruments and small handpieces necessary to provide the required dental services. All necessary maintenance of instruments and handpieces shall be the responsibility of the Contractor.

C. Records and Reports: Contractor shall maintain and provide accurate and complete dental, financial, personnel and other records and reports of its activities and operations under this Agreement. Dental records shall be the property of Los Angeles County.

D. Physical Examinations: Contractor shall provide physical examinations for all of its employees at the time of employment and as well as yearly physical examinations thereafter, during the term of any resultant

agreement. Contractor shall immediately furnish results of employee's physical examinations to Administrator, upon availability.

Contractor shall provide documentation that all of its employees who shall provide services hereunder have current immunizations for rubella, measles, tetanus, diphtheria and other childhood diseases; a screening for hepatitis; and negative tuberculin tests results.

Documentation shall be presented for the Administrator and/or Centralized Contract Monitoring Division (CCMD) at the commencement of services, and annually thereafter. Contractor also agrees to ensure that each employee who performs services hereunder is physically capable of performing such services.

E. Security Identification Badges: Contractor shall ensure that Contractor's employees wear County provided security picture ID badges while providing services at the CHC.

13. SPECIFIC TASKS: Contractor shall provide all dental services, including, but not limited to, dental and dental support services, charting to dental records and administrative management. Contractor shall change Patient Mix to meet current CHC dental needs after notification from Administrator or Dental Director(s). For example, Dental Director may request Contractor to provide treatment to more children and fewer adults; or provide more same-day services treatment and fewer elective treatments.

Contractor shall be responsible for all patients seeking dental services at the CHC. Should Contractor determine that dental services cannot be provided to patient, the patient must be referred to another provider, then Contractor shall document such referral. Referrals may be subject to review by QAE for appropriateness.

Contractor shall see and treat patients with diagnosed cases of acute communicable diseases such as, but not limited to: hepatitis, HIV/AIDS, venereal diseases, etc. All patients suspected of having an acute communicable disease shall

be referred to a local County Public Health Facility near the patient's home for required follow-up and surveillance. Referral does not preclude dental services by Contractor, however, non-emergency treatment may be deferred until the acute infection stage has passed. Patients diagnosed as having a communicable disease shall be treated while using the most recent infection and control procedures established by the County. Contractor shall be required to coordinate its services with the County's Public Health Investigation/Public Health Nursing Service as provided in the CHC Policy and Procedure Manual.

A. Dental Services: Contractor shall provide services in prevention, detection and treatment of dental problems to all patients presenting themselves to the CHC with such requests. The more common problems are those requiring extractions, fillings of cavities, root canal procedures and treatment of various tooth and gum diseases. All patient care procedures must adhere to CHC Dental Services Policy and Procedures Manual and any new procedures as determined by the County. For estimated number of procedures to be provided by Contractor see Exhibit G. Additionally, outreach activities to include diagnostic and educational clinics for local schools (pre-school through Middle School) may be part of the overall dental services program.

B. Referral Services: The Contractor shall not incur any expense to County by referring patients to private practitioners (or pharmacies). Patients requiring services beyond the scope of contractor services shall be referred to County hospital dental services.

C. Service Limitations: To provide an equitable distribution of prosthetic units, it may be necessary to defer some prosthetic services to a later date. The volume of prosthetic dentistry during a twelve (12) month period should average no less than twenty (20) prosthetic units per month. For this

purpose, a prosthetic unit is a removable full or partial denture, a cast crown, or pontic. For example, a three unit fixed bridge is considered three prosthetic units. A non-cast partial denture that replaces no more than two (2) teeth is considered a half unit. Priorities for prosthetic services are included in CHC Dental Services Policy and Procedures Manual.

D. Dental Services Same Day Service Policy: To insure that all dental emergency patients are initially screened for the purposes of providing proper treatment, all patients who present themselves to the dental clinic between by 7:30 a.m. , Monday through Friday, will be evaluated by a licensed dentist. All patients diagnosed with conditions requiring same-day-services as determined by a licensed dentist will be treated that same workday unless the patient requires a procedure not normally offered at the CHC. In such a case, referral will be arranged that same workday by the contract dentist. Patients presenting themselves to the dental clinic as emergency patients who are actually seeking non-emergency elective procedures may be scheduled for a future appointment after screening.

E. Support Services: Contractor shall be responsible for providing all support services necessary to the functioning of the dental program. This includes but is not limited to clerks, receptionists, dental assistants and necessary laboratory services, including prostheses.

F. Dental Records: Contractor shall maintain dental records in accordance with CHC standards. This includes filing all related correspondence in the CHC Medical Records Department, with a copy retained in the patient's dental records or those of patient's primary health provider.

G. Administrative Services: Contractor shall be responsible for the overall management and coordination of the dental service program and all

liaison activities necessary for the maintaining of good relations between its staff and other CHC staff. Contractor shall be responsible for attendance and participation at all required administrative meetings to include but not limited to: Infectious Control, Quality Assurance, and Safety Committee, and The Joint Commission subcommittee. County Contract Coordinator will provide schedules of regularly scheduled meetings as soon as they become available.

(1) Work Control: Contractor shall establish and maintain a work control system which will include a daily log of all service requests.

(2) Reports: Contractor shall provide all required reports, forms and other correspondence at the time, frequency and in the number of copies as required by Administrator. These include, but are not limited to, monthly statistical and Daily Patient Reports.

(3) Facility Maintenance: Contractor shall maintain the CHC area it occupies in a neat and orderly condition at all times. Contractor shall immediately notify Administrator of all necessary repairs,

(4) Policy and Procedure Manual Review: Contractor shall review dental policy and procedures at the CHC and make recommendations for changes to the Administrator, as necessary.

(5) Equipment and Supply Responsibilities: Contractor shall be responsible for (1) providing budget information, upon request, to support the acquisition of any replacement of County equipment; (2) keeping a current list of County-supplied equipment; and, (3) keeping the maintenance history on all equipment.

(6) Staff Supervision: Contractor is responsible for total

staff supervision including, but not limited to, staff conduct; staff assignments; staff professionalism in providing services; the following of established procedures in treatment, infection control, isolation and sanitation; and the accuracy and completeness of entries into dental records.

(7) Training Programs: Contractor shall provide CHC with qualified personnel required to implement new training programs upon mutual agreement between administrator and contractor.

EXHIBIT A.2

PERFORMANCE WORK STATEMENT
LONG BEACH COMPREHENSIVE HEALTH CENTER:
HIV/AIDS DENTAL SERVICES

1. DEFINITION: HIV/AIDS dental oral health care services are those educational, prophylactic, diagnostic, and therapeutic services provided by fully registered dental health care professionals who are authorized to perform dental services under the laws and regulations of the State of California.

2. PERSONS TO BE SERVED: HIV/AIDS dental oral health care services shall be provided to persons with HIV disease or AIDS.

3. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Exhibit B-1. Payment for services provided hereunder shall be subject to the provisions set forth in the BILLING AND PAYMENT Paragraph of this Agreement.

4. INTENTIONALLY BLANK

5. INTENTIONALLY BLANK

6. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS dental oral health care services to individuals in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. Services to be provided shall include, but shall not be limited to:

   A. Promoting availability of dental services for persons with HIV disease or AIDS through contacts with AIDS service organizations, professional organizations which provide training for dental health care professionals, and other service providers.

   B. Identifying appropriate clients for HIV/AIDS oral health care

services through eligibility screening.

C. Obtaining a comprehensive medical history and consulting with patient's primary medical provider as necessary.

D. Providing educational, prophylactic, diagnostic, and curative dental services to patients who have written certification from a physician of a diagnosis of HIV disease or AIDS.

(1) On an annual basis, providing a minimum of one hundred eighty six (186) unduplicated patients with at least eight hundred ninety four (894) dental procedures as determined by individual patient need.

(2) On an annual basis, providing a minimum of ninety eight (98) unduplicated patients with at least one hundred ninety six (196) prophylactic dental services as determined by individual patient need.

E. Providing any medication appropriate to oral health care services including all currently approved drugs for HIV related oral manifestations and if necessary, referring patient for appropriate medication. Referrals for appropriate medication may not be charged hereunder. Drug treatment shall be provided in accordance with the Food and Drug Administration drug approval guidelines unless the drug treatment is part of a formally approved research program with informed consent.

F. Providing or referring patients, as needed, to health specialists including, but not limited to, periodontist, endodontist, oral surgeon, and oncologist.

G. Maintaining individual patient dental records in accordance with current standards.

H. Complying with infection control guidelines and procedures established by the California Occupation Safety and Health Administration

(Cal-OSHA).

7. HOURS OF OPERATION

HIV/AIDS clinic hours are from 3:00 p.m. to 7:00 p.m. Tuesdays and Thursdays

and from 8:00 a.m. to 12:00 p.m. (Noon) every second (2nd) and fourth (4th) Saturday.

8. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by the service delivery site Administration, Contractor shall submit to the County Project Coordinator or designee a report of all unduplicated visits and procedures and prophylaxis no later than fifteen (15) days after the end of each calendar month.

10. ADDITIONAL STAFFING REQUIREMENTS: HIV/AIDS oral health care services provided hereunder shall be provided by dental care professionals. Such dental care professionals shall have the applicable professional degrees and current California State licenses. Dental care staff may include a dental hygienist, and shall include at a minimum dentists and dental assistants. Clinical supervision shall be

assigned to a dentist who shall be responsible for all clinical operations.

Prior to performing services hereunder, all dental staff shall be provided orientation and training regarding Contractor's policies and procedures pertaining to the practice of dentistry, in general, and specifically, the provision of such services to the special target population of persons with HIV disease or AIDS. At a minimum, such training programs shall include, but not be limited to, the following: (1) The basic information on HIV; (2) Orientation to the office and policies related to the oral health care of persons with HIV disease; (3) Infection control and sterilization techniques in the dental setting; (4) Initial evaluation of the patient with HIV disease; (5) Education and counseling of patients regarding maintenance of their own health; (6) Recognition and treatment of common oral manifestations and complications of HIV disease; and (7) Recognition of oral signs and symptoms of advanced HIV disease including treatment and/or appropriate referral.

11. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

12. PROGRAM RECORDS: Contractor shall maintain adequate health records which shall be current and kept in detail consistent with good dental and professional practice in accordance with the California Code of Regulations on each

individual patient. Such records shall include, but shall not be limited to: admission record, patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Patient records shall include, but shall not be limited to: (1) documentation of HIV disease or AIDS diagnosis; (2) completed dental assessment signed by a licensed dental care professional; (3) current and appropriate treatment/management plan; (4) progress notes documenting patient status, condition, and response to interventions, procedures, medications; and (5) documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

13. QUALITY MANAGEMENT PLAN: Contractor shall submit to the County Project Coordinator or designee within sixty (60) days of the receipt of this Agreement its written Quality Management (QM) plan. The QM plan shall describe the process for continually assessing the Contractor's program effectiveness in accomplishing contractor mission, goals, and objectives.

A. Committee Representative: Contractor shall participate in facility-based Quality Management program as HIV/AIDS dental oral health care service representative.

B. Written Policies and Procedures: The QM plan shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Executive Director or designee.

Policies and procedures shall be based on essential program activities and scopes of work specific to this contract. Written policies and procedures shall be maintained in a manual and available for review at the time of a monitoring review.

C. Client Feedback: The QM plan shall include a mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. Describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.). Client feedback shall be collected on an ongoing basis or at a minimum of semi-annually. Describe how client feedback data will be managed by the QM Committee and used to make improvements to the program.

D. Program Staff: The QM plan shall describe the process for developing, training and monitoring staff performance. The QM plan shall specify that staff is evaluated annually.

EXHIBIT B

BILLING AND PAYMENT FOR PROPOSITION A DENTAL SERVICES

1. County's Payment:

A. County's payments to Contractor for its performance hereunder shall be made each calendar month during the term of this Agreement, as set forth in Paragraph 1 (Term) of the body of this Agreement, subject to payment computation methodologies described below.

B. The County may, at any time, during the term of the Agreement request additional services within the general scope of the Agreement, if sufficient monies are available, and upon Director's specific approval, and authorize payments not to exceed ten percent (10%) of the County's maximum obligation.

C. The monthly charge ("Basic Monthly Charge") to County for services provided per calendar month shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by twelve (12).

D. After the end of each calendar month, Contractor shall present its bill consisting of the Basic Monthly Charge for such calendar month. If the Agreement terminates on a date other than the last day of a calendar month, then the Basic Monthly Charge shall be prorated and the resultant reduced amount shall be billed. County shall reimburse Contractor within thirty (30) days of receipt of Contractor's monthly bill.

2. Description of Cost Items in Schedule 1:

LABOR	Consists of salaries and wages, employee benefits, health benefits, etc. for on-site

	Contractor personnel providing services under this Agreement at CHC.
SERVICES AND SUPPLIES	Consists of employee training, other labor, travel, relocation and recruitment costs and consumable office supplies and small hand equipment.
EQUIPMENT	Consists of actual lease/purchase payments on equipment leased/purchased.
OTHER DIRECT COSTS	Start-up costs (all start-up costs must be included in the first contract year budget only).
INDIRECT COSTS	Consists of company profit and Contractor's administrative charges to County for the administration of all services hereunder.

Exhibit B

LONG BEACH COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET

DIRECT COSTS	BUDGETED COSTS Year 1	Year 2	Year 3	Year 4	Year 5	Total Maximum Cost (Years 1-5)
Labor (Management/Staffing)	$241,500	$246,330	$251,256.60	$256,281.73	$261,407.37	$1,256,775.70
Salaries and Wages	$ 22,050	$ 22,491	$ 22,940.82	$ 23,399.64	$ 23,867.63	$ 114,749.09
Employee Benefits[1]	$ 12,600	$ 12,852	$ 13,109.04	$ 13,371.22	$ 13,638.65	$ 65,570.91
Health Insurance[1]	$276,150	$281,673	$287,306.46	$293,052.59	$298,913.64	$1,437,095.69
Subtotal Labor						
Services and Supplies (S & S)						
Consumable Supplies	$ 23,100	$ 23,562	$ 24,033.24	$ 24,513.90	$ 25,004.18	$ 120,213.32
Materials	$ 1,575	$ 1,606.50	$ 1,638.63	$ 1,671.40	$ 1,704.83	$ 8,196.36
Small Hand Tools	$ 1,575	$ 1,606.50	$ 1,638.63	$ 1,671.40	$ 1,704.83	$ 8,196.36
Other S & S (specify)	$	$	$	$	$	$
Other - Laboratory Fees	$ 25,200	$ 25,704	$ 26,218.08	$ 26,742.44	$ 27,277.29	$ 131,141.81
Subtotal Services & Supplies	$ 51,450	$ 52,479	$ 53,528.58	$ 54,599.15	$ 55,691.13	$ 267,747.86
Equipment[2]						
New (Attach detailed listing of items)	$	$	$	$	$	$
Replacement	$ 1,050	$ 1,071	$ 1,092.42	$ 1,114.27	$ 1,136.55	$ 5,464.24
Lease	$	$	$	$	$	$
Installation (if any)	$	$	$	$	$	$
Equipment (cont'd)						
Other (specify)	$	$	$	$	$	$
Subtotal Equipment	$ 1,050	$ 1,071	$ 1,092.42	$ 1,114.27	$ 1,136.55	$ 5,464.24

LONG BEACH COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET (Cont'd)

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Maximum Cost (Years 1-5)
Other Direct Costs						
Utilities	$	$	$	$	$	$
Maintenance	$ 3,150	$ 3,213	$ 3,277.26	$ 3,342.81	$ 3,409.66	$ 16,392.73
Alterations and Repairs	$	$	$	$	$	$
Other (specify)	$	$	$	$	$	$
Subtotal Other Direct Costs	$ 3,150	$ 3,213	$ 3,277.26	$ 3,342.81	$ 3,409.66	$ 16,392.73
Start up Costs(3)	$	$	$	$	$	$
Total Direct Costs	$ 331,800	$ 338,436	$ 345,204.72	$ 352,108.81	$359,150.99	$ 1,726,700.53
INDIRECT COSTS						
General & Administrative Overhead	$ 4,200	$ 4,284	$ 4,369.68	$ 4,457.07	$ 4,546.22	$ 21,856.97
Management Support Costs, if applicable	$	$	$	$	$	$
Gross Profit/Fee (specify)(3)	$	$	$	$	$	$
Total Indirect Costs	$ 4,200	$ 4,284	$ 4,369.68	$ 4,457.07	$ 4,546.22	$ 21,856.97
GRAND TOTAL DIRECT & INDIRECT COSTS/EXPENSES (ANNUAL FIXED REIMBURSEMENT AMOUNT)	$ 336,000.00	$ 342,720.00	$ 349,575.00	$356,566.00	$363,697.00	$1,748,558.00
BASIC MONTHLY CHARGE (ANNUAL FIXED REIMBURSEMENT AMOUNT DIVIDED BY 12)	$ 28,000.00	$28,560.00	$ 29,131.25	$29,713.83	$30,308.08	

LONG BEACH COMPREHENSIVE HEALTH CENTER
CONTRACTOR'S FIVE-YEAR LINE ITEM BUDGET - (Cont'd)

		Year 1	Year 2	Year 3	Year 4	Year 5	Total Maximum Cost (Years 1-5)
PER HOUR RATE FOR EXTRA HOURS AMOUNT[4]	Standard Time	$ 161.53	$ 164.76	$ 168.06	$ 171.42	$ 174.85	$ 840.61
	Overtime	$ 243.30	$ 248.17	$ 253.13	$ 258.19	$ 263.36	$ 1,266.14

(1) Attach a separate sheet listing the employee benefits paid by Contractor, the percentage contributed (or rate), and the employees eligible to receive offered benefits.

(2) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date of any resultant contract. Only the first contract year costs, i.e., 12 months of depreciation (equipment)should be shown on the Line Item Budget.

(3) List each cost item on a separate line. If there is not enough space on this sheet, attach a separate page for the remaining line items.

(4) The County reserves the option to provide these services or to obtain these services from another vendor.

EXHIBIT B-1

SULLIVAN AND URBAN DENTAL MANAGEMENT FIRM
HIV/AIDS DENTAL SERVICE BILLING AND PAYMENT

	11/1/07-02/29/08	03/1/08-10/31/08	11/1/08-10/31/09	11/1/09-10/31/10	11/1/10-10/31/11	11/1/11-10/31/12	(6 Month Extension) 11/1/12-04/30/13
ull Time Salaries	$15,030.00	$30,060.00	$45,090.00	$45,090.00	$45,090.00	$45,090.00	$22,545.00
:mployee Benefits	1,707.00	3,414.00	5,121.00	5,121.00	5,121.00	5,121.00	2,560.50
Travel	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Equipment	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Supplies	1,908.00	3,815.36	5,723.00	5,723.00	5,723.00	5,723.00	2,861.52
Other (Lab Services)	2,069.00	4,138.64	6,208.00	6,208.00	6,208.00	6,208.00	3,103.98
Indirect Cost	-0-	-0-	-0-	-0-	-0-	-0-	-0-
TOTAL PROGRAM BUDGET	$20,714.00	$41,428.00	$62,142.00	$62,142.00	$62,142.00	$62,142.00	$31,071.00
MAXIMUM OBLIGATION:	$20,714.00	$41,428.00	$62,142.00	$62,142.00	$62,142.00	$62,142.00	$31,071.00

During the term of this Agreement, any variation to the above budget must have prior written approval of the County. Funds shall only be utilized for eligible program expenses.

The continued provision of the HIV/AIDS dental services is contingent upon future grant funding from The Ryan White Care Act funds.

PERFORMANCE REQUIREMENTS SUMMARY

A. Introduction

The Contractor is expected to perform all services described in the RFP. This Exhibit describes certain required services which will be monitored by the County during the term of the contract, and for which the Contractor may be assessed financial deductions (Unsatisfactory Performance Deductions) from the Basic Monthly Charge if the service has not been satisfactorily provided. The charts at the end of this Exhibit indicate each such service, the service indicators, the service standards, the maximum allowable deviations from perfect performance or the Acceptable Quality Level (AQL) before Unsatisfactory Performance Deductions shall be applied, the County's method of monitoring, and the Unsatisfactory Performance Deductions which shall be made from the Basic Monthly Charge if the County determines, in its sole discretion, that the particular service has not been satisfactorily provided. The County expects a high standard of Contractor performance under the contract and shall monitor a broad range of services specified in the contract beyond those listed in this Exhibit. DHS will make every effort to work with the Contractor to resolve any areas of difficulty. However, it is the Contractor's responsibility to satisfactorily provide all the services in Exhibit A (Performance Work Statement), some of which are summarized in the Exhibit.

B. Performance Requirements Summary Charts

The Performance Requirements Summary Charts at the end of this Exhibit:

- List some of the services considered important to acceptable contract performance (Column 1 of each chart).
- Show some of the service indicators for each such service (Column 2).
- Define the standard of performance for each such service (Column 3).

- Show the maximum allowable degree of deviation from the Acceptable Quality Level (AQL) for each such service that is allowed before the County shall deduct from the Basic Monthly Charge (Column 4).
- Show the principal quality assurance method(s) the County will use to monitor and evaluate the Contractor's performance in meeting the contract requirements for each such service, and the frequency of such monitoring (Column 5).
- Show the dollar amount, or method of calculating the dollar amount, that shall be deducted from the Basic Monthly Charge if the County determines, in its sole discretion, that the service has not been satisfactorily performed (Column 6).

C. Quality Assurance

Contractor's performance shall be compared each calendar month to the performance standards and AQLs using the Quality Assurance Monitoring Plan (QAMP).

The County shall use a variety of methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

- One hundred percent inspection (review) of maintenance records.
- Complaints received by facility.
- County Administrative and support staff complaints.
- Random sampling of dental radiographs, records, referrals, reports and logs. An audit shall be performed by the Quality Assurance Evaluator (QAE).
- Patient survey and/or random patient interviews.
- Other methods deemed by the Administrator to be appropriate for the evaluation of the Contractor's performance.

D. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of

deficiencies found by the QAE during contract monitoring does not exceed the number of deficiencies allowed by the AQL for that service. When the performance is unacceptable, the Contractor shall complete a Contract Discrepancy Report (CDR). The CDR requires the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. Unacceptable service performance shall result in Unsatisfactory Performance Deductions as described in Section E below.

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deductions, the Contractor must, as soon as possible, remedy any and all deficiencies in the provision of services, and, as deemed possible or feasible by the Director perform such services again at an acceptable level.

E. Unsatisfactory Performance Deductions

If the service performance variance exceeds the AQL, the County shall assess Unsatisfactory Performance Deductions in the amount of Fifty Dollars ($50) for each point over and above the maximum allowable of ten cumulated points per calendar month for all services shown on the Charts at the end of this Exhibit, provided that all determinations to levy such amounts shall be subject to the approval of the CEO. The CEO shall evaluate the Contractor's explanation on the CDR, and if the Director determines, in his sole discretion, that the particular defective performance for the particular service was caused by County's failure to fulfill contractual obligations, accident, strike, or similar occurrence beyond the control and without the fault or negligence of the Contractor, then the Director may decline to count such point(s) as defective performance for such month. A point system shall be used to determine the amount of Unsatisfactory Performance Deductions to be assessed when the performance variance exceeds the AQL. Points for all services on the Charts will accumulate each calendar month. A maximum of ten (10) points shall be allowed to accumulate per calendar month

before a deduction can be made from the Basic Monthly Charge. For example, if the cumulative point total for all required services for a particular month is seven (7), no assessment for Unsatisfactory Performance Deductions shall be made because seven is within the maximum allowable points per month. However, if the total cumulative points for the month is thirty (30), the assessed Unsatisfactory Performance Deductions would be One Thousand Dollars $1,000.00 (i.e., 20 points x $50.00).

AGREECD4352.ABV

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Repair/maintain equipment	Documentation in maintenance records and logs	All dates for repair/maintenance recorded.	5%	Inspection and checklist review of records and logs for calendar month.	5 points for each infraction exceeding AQL.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Provide minimal service level	Documentation in charts and logs and radiographs taken	Contractor shall provide service in number and scope as indicated in Dental Services Policy and Procedure Manuals.	0%	Random sampling of all charts, radiographs and logs for service provided in calendar month (lot size shall include all logs, charts and radiographs on patients receiving services for each calendar month).	15 points for each infraction.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Prepare all required reports and forms per instruction	Completed forms and reports.	Forms and reports shall be completed daily, weekly, monthly, as required by Administrator.	10%	Random sampling of all forms and reports (lot size shall include all required forms and reports for the calendar month).	5 points for each incomplete form or report. Incomplete means failure to comply with CHC or PHC written instructions.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Provide treatment as required	Documentation in patient charts, and radiographs	Each patient's treatment shall conform to provider recommended treatment plan and patient need.	0%	Random sampling of patient's radiographs, charts, and logs (lot size shall include all patients receiving treatment in the calendar month). Patients may also be selected randomly for interviews or surveyed by mail.	15 points for each unjustified deviation from provider treatment plan included in sample.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Complete evaluation and treatment plan on each patient.	Documentation in patient records.	Each patient's dental record shall have a patient treatment plan.	0%	Random sampling of all patient records (lot size shall include all new patients provided in the calendar month).	5 points for each undocumented treatment, incomplete record or inappropriate referral in sample.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Contractor participation in regular scheduled Administration meetings	Attendance by Dental Director or designee	All regular scheduled Administrative meetings shall be attended by Dental Director or designee.	0%	Complaints by Administrator.	One point for first absence and 10 points for each additional absence during calendar month.

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING THE AQL
Contractor participate in The Joint Commission survey preparation and completion.	Maintenance of all The Joint Commission requirements	All applicable The Joint Commission requirements shall be met and maintained by Contractor.	0%	Results of mock The Joint Commission survey, spot checks by QAE, and The Joint Commission site visit report.	15 points for each infraction. $1,500 for each The Joint Commission Type I finding related to the dental service.

EXHIBIT D

LIVING WAGE PROGRAM

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

2.201.010 Findings

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

2.201.020 Definitions

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

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

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

C. "Employer" means:

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

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

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

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

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

D. "Full Time" means a minimum 40 hours worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 ' 1 (part), 1999.)

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et.seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective Effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. *It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 ' 1 (part), 1999.)

***Editor's note**: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of Living Wage

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

B. To qualify for the living wage rate with health benefits, an employer shall pay at

least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the County Department of Health Services Community Health Plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other Provisions

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

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an

employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Executive Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

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

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contact a history of business stability, integrity in employee relations, and the financial ability to

pay a living wage (Ord. 99-0048 ' 1 (part), 1999).

2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Executive Officer, or to the County Auditor Controller, or to the County Department Administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 ' 1 (part), 1999.)

2.201.070 Employee Retention Rights

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

A. "Retention employee" is an employee of a predecessor employer.

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

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

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

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

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

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

2. Fails to meet any other County requirement for employees of a Contractor.

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

2.201.080 Enforcement and Remedies

For violation of any of the provisions of this chapter:

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

B. The County Department Head responsible for administering a Proposition A

contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer.

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

2. Recommend to the Board of Supervisors the termination of the contract; and/or

3. Recommend to the Board of Supervisors that an employer be barred from award of future County contacts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions

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

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

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

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

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

operation; and

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

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

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

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officer, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 ' 1, 1999: Ord 99-0048 ' 1 (part), 1999.)

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect (Ord. 99-0048 ' 1 (part), 1999.)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME _____

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT E

Contractor Name _____ Contract No. _____

Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

DATE: ____/____/____

SIGNATURE: _____

PRINTED NAME: _____

POSITION: _____

NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(any reference to Copyright Assignment would apply to Information Technology Contracts only)

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

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

NOTICE TO PUBLIC ENTITY
For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11).

- -

I, _____, the undersigned am
(Name - print)

_____ with the authority to act
(Position in business)

for and on behalf of _____,
(Name of business and/or contractor)

certify under penalty of perjury that the records or copies thereof submitted and consisting of

_____
(description, no. of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: _____ Signature _____

public entity may require a more strict and/or more extensive form of certification.

EXHIBIT G

LONG BEACH
COMPREHENSIVE HEALTH CENTER

ESTIMATED NUMBER OF PROCEDURES TO BE PROVIDED ANNUALLY*

I. Procedures	Number Per Year
Diagnostic	7,840
Preventative	3,746
Restorative	3,518
Endodontics	163
Periodontics	1,012
Prosthodontic	269
Oral Surgery	2,517
Other*	2,198
Total	21,263

II. Patient Visits 6,192

*May include denture fittings, denture adjustments, and denture preparation.

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over $2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2001 are less than $32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of $791, he or she must file a 2001 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

BUSINESS ASSOCIATE
PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT

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

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

Therefore, the parties agree as follows:

DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

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

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

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

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

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

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

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

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

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

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 525
Los Angeles, CA 90012

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

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

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

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

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

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

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief

statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

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

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

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

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

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of

subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

MISCELLANEOUS

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

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

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

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

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

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

EXHIBIT J

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

EXHIBIT J

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

EXHIBIT J

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT J

Sin pena.
Sin culpa.
Sin peligro.

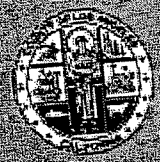
Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Exhibit K

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	ADVANCED BUILDING MAINTENANCE
Alias:	
Debarment Start Date:	6/14/2005 **Debarment End Date:** 6/13/2008
Principal Owners and/or Affiliates:	Michael Sullivan Erlinda Sullivan

Vendor Name:	INSPECTION ENGINEERING CONSTR
Alias:	Inspection Engineering Construction
Debarment Start Date:	6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi

Vendor Name:	MTS ADVANCED CORP.
Alias:	
Debarment Start Date:	2/8/2005 **Debarment End Date:** 2/7/2008
Principal Owners and/or Affiliates:	Emir Khan / Zulaine Hernandez

Exhibit L

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature

Date

Name and Title (please type or print)