Health Services
LOS ANGELES COUNTY

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To improve health through leadership, service and education

February 3, 2009

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

Dear Supervisors:

APPROVAL OF PROSTHETIC AND ORTHOTIC APPLIANCE SERVICES MASTER AGREEMENT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute Master Agreements with six vendors for the provision of prosthetic and orthotic appliance services at Department of Health Services (DHS) facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Interim Director of Health Services, or his designee, to execute a Master Agreement with each of the six vendors listed on Attachment I, for the provision of prosthetic and orthotic appliance services at Harbor-UCLA Medical Center, High Desert Health System, LAC+USC Healthcare Network, Martin Luther King, Jr. Multi-Service Ambulatory Care Center, Olive View/UCLA Medical Center, Rancho Los Amigos National Rehabilitation Center and Hubert H. Humphrey Comprehensive Health Center, effective March 1, 2009 through February 28, 2014, with provisions to extend the Agreement term for up to two additional one-year periods and month-to-month extensions for up to six months, at an estimated net County cost of $2,953,792 per year.

2. Delegate authority to the Interim Director of Health Services, or his designee, to exercise the two additional one-year extension options, through February 29, 2016, and the month-to-month extension options for up to six months, through August 31, 2016, by executing amendments to the Master Agreement, subject to prior review and approval by County Counsel and the Chief Executive Office, with notification to your Board.

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3. Delegate authority to the Interim Director of Health Services, or his designee, to amend the Agreement to add or delete DHS facilities, subject to prior review and approval by County Counsel and the Chief Executive Office, with notification to your Board.

4. Delegate authority to the Interim Director of Health Services, or his designee, to execute Agreements with new qualified vendors under the Master Agreement who have been identified and selected through a qualification process, during the term of the Agreement.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

Approval of the Master Agreement, substantially similar to Exhibit I, will allow for the continued provision of prosthetic and orthotic appliance services, on an as-needed basis, at DHS facilities. The County has contracted for prosthetic and orthotic appliance services for several years. Contractors are required to provide a variety of prosthetic and orthotic appliance, as well as certified orthotists and prosthetists whose duties include measurement, fitting, adjustment and delivery of appliance(s), and training of patients in the use of such appliance(s).

Approval of the recommended actions will allow for the effective administration of the Master Agreements and ensure timely response to critical patient needs throughout the County. These Master Agreements replace the current agreements that expire February 28, 2009.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Service Excellence and Goal 7, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Under the Master Agreement, the Contractor shall be responsible for billing Medi-Cal, Medicare and private insurance for eligible patients. Services provided to Medicare eligible inpatients, Los Angeles County Health Plan members, Medi-Cal inpatients and County responsible indigent persons will be billed to the County. Expenditures under the Master Agreements will vary depending on the volume of services provided. Based on historical volume, the County's initial annual cost is estimated at $2,953,792. Funding is included in the Fiscal Year 2008-09 Final Budget and will be requested in future fiscal years. Attachment II provides a breakdown of the DHS facilities estimated annual cost under the Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 21, 2004, your Board approved a form contract, effective through February 28, 2009 (including term extensions) for the provision of prosthetic and orthotic services, as a result of a Request for Qualifications (RFQ) released in January 2003.

The recommended Master Agreement will provide for the continued provision of prosthetic and orthotic appliance services, on an as-needed basis, which County employees, in-house staffing pool personnel, and County re-employment list personnel are not available to perform. Based on the extraordinary nature of prosthetic and orthotic appliance services, which cannot be otherwise provided by County personnel, DHS has determined that the Master Agreement is not a Proposition A agreement and therefore exempt from the Living Wage ordinance.

County Counsel has approved Exhibit I as to use and form. The Master Agreement includes all of the standard provisions mandated by your Board. Rates are standardized throughout all County facilities with implementation of this Master Agreement. The County may terminate the Master Agreement upon Contractor 10-day advance notice.

CONTRACTING PROCESS

On October 21, 2008, DHS released a Request for Statement of Qualifications (RFSQ) for prosthetic and orthotic appliance services, posting it on the DHS Contracts and Grants website and the County "Doing Business with Us" website. The initial Statement of Qualifications (SOQ) submission deadline was November 25, 2008, and the six recommended firms submitted SOQs by this deadline. The RFSQ is open continuously for responses and SOQs will continue to be accepted and reviewed in accordance with the process. If qualified, additional firms will be offered the Master Agreement. Approval of a Master Agreement does not guarantee a contractor any minimum amount of work.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision of prosthetic and orthotic appliance services, on an as-needed basis, to meet critical patient needs at DHS facilities.

CONCLUSION

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

Respectfully submitted,

John F. Schunhoff, Ph.D.
Interim Director

JFS:jca

Attachments (3)

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

Prosthetic & Orthotic BL

PROSTHETIC AND ORTHOTIC APPLIANCE SERVICES

QUALIFIED VENDORS

1. 8374 Corporation DBA
Lerman and Son
8710 Wilshire Boulevard
Beverly Hills, CA 90211
Contact: Denise Leiter, Vice President
Phone: (310) 659-2290 Fax: (310) 659-5849
Email: Leiter@aol.com

2. Dynamic Orthotics and Prosthetics, Inc.
1830 West Olympic Boulevard, #123
Los Angeles, CA 90006
Contact: Peter J. Sean, Chief Executive Officer,
Certified Orthotist Prosthetist
Phone: (213) 383-9212 Fax: (213) 383-6421
Email: dynamics.inc@gmail.com

3. Hanger Prosthetics & Orthotics West, Inc.
4155 East La Palma Avenue, B400
Anaheim, CA 92807
Contact: Richard Taylor, President
Phone: (714) 996-9500, Fax: (714) 961-2182
Email: cconti@hanger.com
llines@hanger.com

4. Performance Prosthetic Orthotic Center Inc. DBA
Performance Prosthetics and Orthotics Specialists
2820 Santa Monica Boulevard
Santa Monica, CA 90404
Contact: Albert Rappoport, President
Phone: (310) 829-2322 Fax: (310) 315-3634
Email: ppos@speakeasy.net

5. Valley Institute of Prosthetics and Orthotics, Inc.
1524 21st Street, Suite B
Bakersfield, CA 93301
Contact: Siri-Ved Khalsa, Administrator
Phone: (661) 322-1005 Fax: (661) 322-0528
Email: skhalsa@vipoinc.com

6. Alpha Orthopedic Appliance Company, Inc.
5940 East Washington Boulevard
Commerce, CA 90040
Contact: Mark S. Yamada, President
Phone: (323) 721-6706 Fax: (323) 721-6746
Email: alpha3859@sbcglobal.net

ATTACHMENT II

PROSTHETIC AND ORTHOTIC APPLIANCE SERVICES

ESTIMATED ANNUAL COUNTY COST
Effective March 1, 2009

Harbor-UCLA Medical Center	$	530,792
High Desert Health System		39,000
LAC+USC Healthcare Network		1,245,000
Martin Luther King, Jr. Multi-Service Ambulatory Care Center		251,000
Olive View/UCLA Medical Center		245,000
Rancho Los Amigos National Rehabilitation Center		600,000
Hubert H. Humphrey Comprehensive Health Center		43,000
TOTAL =	**$**	**2,953,792**

EXHIBIT I

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

(CONTRACTOR)

FOR
PROSTHETIC AND ORTHOTIC APPLIANCE SERVICES

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AGREEMENT

BETWEEN

COUNTY OF LOS ANGELES,

DEPARTMENT OF HEALTH SERVICES

AND

_____

FOR

PROSTHETIC AND ORTHOTIC APPLIANCE SERVICES

This Agreement and Exhibits made and entered into this ___ day of _____, 2009 by and between the County of Los Angeles, the Department of Health Services hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide Prosthetic and Orthotic Appliance Services.

RECITALS

WHEREAS, County may contract with private businesses for Prosthetic and Orthotic Appliance Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing said services; and

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates through its Department of Health Services, various health care facilities (all hereinafter referred to as "Facilities"); and

WHEREAS, pursuant to the provisions of Section 1445 of the California Health and Safety Code of the State of California, a County may provide necessary health services and supplies to indigent persons in need thereof; and

WHEREAS, in the course of providing indigent care at County facilities it becomes necessary from time to time to furnish certain prosthetic and orthotic appliance services to some County patients; and

WHEREAS, County's Director of Health Services (hereinafter referred to as Director) has determined that many of the P&OA Services so provided are of an extraordinary nature and cannot be properly provided by existing personnel of County; and

WHEREAS, these services are provided on a part-time intermittent basis; and

WHEREAS, pursuant to Section 1451 of the California Health and Safety Code and Sections 26227 and 31000 of the California Government Code, County is authorized to contract for these appliance services;

WHEREAS, the Board of Supervisors has authorized the Director of Health Services or designee to execute and administer this Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, A-1, B, C, D, E, F, G, H and I are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT A-1 – Billing and Payment

1.3 EXHIBT B - State of California Prosthetic and Orthotic Appliances, Medi- Cal Maximum Reimbursement Rates

1.4 EXHIBIT C - County's Administration

1.5 EXHIBIT D - Contractor's Administration

1.6 EXHIBIT E - Contractor's EEO Certification

1.7 EXHIBIT F - Jury Service Ordinance

1.8 EXHIBIT G - Safely Surrendered Baby Law

1.9 EXHIBIT H - Contractor Acknowledgement and Confidentiality Agreement

1.10 EXHIBIT I - Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability Accountability Act of 1996 (HIPAA)

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 9.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 **Contractor:** Identifies a qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of the execution of this Agreement.

2.2 **Contractor Project Manager:** The individual designated by Contractor to administer the Agreement.

2.3 **County Project Director:** Person designated by the Director of Health Services or his/her designee with authority to oversee the Agreement.

2.4 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Agreement.

2.5 **Day(s):** Calendar day(s) unless otherwise specified.

2.6 **Director:** Director of Health Services or his/her designee.

2.7 **Department**: Department of Health Services or DHS.

2.8 **Facilities**: DHS facilities at which Contractor will provide services.

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

2.10 **Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of Agreement.

2.11 **Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ) has met the minimum qualifications listed in the RFSQ, and has executed an Agreement with DHS.

2.12 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Contractors to provide services under an Agreement.

2.13 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

2.14 **Statement of Work (SOW):** A written description of tasks and/or deliverables to the Agreement.

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, Contractor shall furnish P&OA Services as described in Exhibit A, SOW, in accordance with the rates of California Prosthetic and Orthotic Appliances, Medi-Cal Maximum Reimbursement Rates, Exhibit B, to those patients referred to Contractor by County Project Manager and/or designated staff.

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

3.3 Contractor shall be required to furnish County patients with any additional needed appliance services Contractor provides to the public, which are not listed in Exhibit B, but which are listed in its current commercial catalog, Exhibit C, attached to this Agreement and incorporated as reference as stated elsewhere in Agreement.

3.4 Contractor shall ensure that all services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical, nursing and rehabilitation therapy professional fields.

3.5 County shall provide Contractor and its personnel with reasonable access to County premises during the performance of terms and conditions under this Agreement.

4.0 TERM OF MASTER AGREEMENT

4.1 This Agreement is effective on March 1, 2009 upon the date of its execution by Director of Health Services or his/her designee as authorized by the Board of Supervisors. This Agreement shall expire on February 28, 2014 unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 County shall have the sole option to extend the Agreement term for up to two additional one-year periods and six (6) month-to-month

extensions, for a maximum total Agreement term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

4.3 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DHS at the address herein provided in Exhibit C.

5.0 REIMBURSEMENT

5.1 Contractor shall be reimbursed for services as indicated in Exhibit A-1, Billing and Payment, attached to this Agreement as reference and as stated elsewhere in Agreement. In no event shall any payment exceed the price for that item as set forth in Exhibit B, the current State of California Prosthetic and Orthotic Appliances, Medi-Cal Maximum Reimbursement Rates, attached to this Agreement as reference, or any revision of said Exhibit thereafter. Contractor shall be reimbursed for all P&OA Services not listed in Exhibit B, but contained in Contractor's current commercial catalog, Exhibit C, at the catalog price less XX percent.

5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as stated herein.

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

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

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

6.0 INVOICES

6.1 Invoices for County responsible patients, as indicated in Exhibit A-1, Billing and Payment, shall be submitted to the facility address(es) as follows:

(1) Harbor-UCLA Medical Center
1000 W. Carson Street
Torrance, CA 90509
Attn: Finance

(2) High Desert Health System
44900 North 60th Street West
Lancaster, CA 93536
Attn: Finance

(3) LAC+USC Medical Center
P.O. 851749
Los Angeles, CA 90085-1749
Attn: Expenditure Management

(4) Martin Luther King, Jr. Multi-Service Ambulatory Care Center
12021 S. Wilmington Ave.
Los Angeles, CA 90059
Attn: Finance

(5) Hubert H. Humphrey Comprehensive Health Center
5850 S. Main Street
Los Angeles, CA 90033
Attn: Finance

(6) Olive View/UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91342
Attn: Finance

(7) Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, CA 90242
Attn: Finance

7.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

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

7.1 County's Project Director

The County's Project Director, or designee, is the person designated by County with authority for County on Agreement or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

7.2 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement.

8.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

8.1 Contractor's Project Manager

8.1.1 Contractor's Project Manager is designated in Exhibit D. Contractor shall notify County in writing of any change in the name or address of the Contractor's Project Manager.

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

8.2 Contractor's Authorized Official(s)

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

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

8.3 Approval of Contractor's Staff

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

8.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with a photo identification badge.

8.5 Background and Security Investigations

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

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

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

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

8.6 Confidentiality

8.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers,

employees, agents, or subcontractors, to comply with this Paragraph 8.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

8.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit H.

9.0 STANDARD TERMS AND CONDITIONS

9.1 AMENDMENTS

9.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the County's Board of

Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Director and Contractor.

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

9.1.3 The Director may, at his sole discretion, add or delete a Facility(ies) to the scope of this Master Agreement. Contractor agrees that such addition or deletion shall not change any other term or condition of this Master Agreement. To implement an addition or deletion of a Facility(ies), an Amendment to the Master Agreement shall be prepared and executed by Contractor and by the Director.

9.2 ASSIGNMENT AND DELEGATION

9.2.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

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

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

9.3 AUTHORIZATION WARRANTY

Contractor 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 of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

9.4 COMPLAINTS

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

9.4.1 Within ten (10) business days after the Agreement effective date, Contractor shall provide County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

9.4.3 If County requests changes in the Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

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

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

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

9.4.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

9.5 COMPLIANCE WITH APPLICABLE LAW

9.5.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all

provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

9.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 9.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through

2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit E, Contractor's EEO Certification.

9.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

9.7.1 **Jury Service Program:**

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

9.7.2 **Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has an Agreement 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 agreements 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 the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall

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

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

9.8 CONFLICT OF INTEREST

9.8.1 No County employee whose position with County enables such employee to influence the award 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 performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.8.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a

conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

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

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

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

9.10.1 Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in 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 Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

9.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County

employees shall be given first priority.

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 Responsible Contractor

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

9.11.2 Chapter 2.202 of the County Code

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

9.11.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3)

committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

9.11.4 **Contractor Hearing Board**

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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 County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the

request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.11.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is 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. 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 Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

9.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.14 COUNTY'S QUALITY ASSURANCE PLAN

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

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

9.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

9.16 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

9.17 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.18 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which County may be found jointly or solely liable.

9.19 FORCE MAJEURE

9.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods,

epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

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

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

9.20 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 County of Los Angeles.

9.21 INDEPENDENT CONTRACTOR STATUS

9.21.1 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.

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

9.21.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.

9.21.4 Contractor shall adhere to the provisions stated in Sub-paragraph 8.6 – Confidentiality.

9.22 INDEMNIFICATION

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

9.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the 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. Such coverage shall be provided and maintained at the Contractor's own expense.

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

DHS
Contracts and Grants Division
313 N. Figueroa St. 6th Floor East
Los Angeles, CA 90012
Attention: Contract Analyst,

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that County is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. 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 corporate surety licensed to transact business in the State of California.

9.23.2 **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.

9.23.3 **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 the Agreement 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.

9.23.4 **Notification of Incidents, Claims or Suits: Contractor shall report to County:**

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

9.23.5 **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 costs to County, Contractor shall pay full compensation for all costs incurred by County.

9.23.6 **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:

- Contractor providing evidence of insurance covering the activities of subcontractors, or

- 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.

9.24 INSURANCE COVERAGE REQUIREMENTS

9.24.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

9.24.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

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

9.24.4 **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 $2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

9.25 LIQUIDATED DAMAGES

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

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

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the invoiced sum; and/or

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

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

9.25.3 The action noted in Sub-paragraph 9.25.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

9.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or Sub-paragraph 9.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

9.26 MOST FAVORED PUBLIC ENTITY

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

9.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

9.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

9.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

9.27.4 Contractor certifies and agrees that it will deal with its subcontractors, without regard to or because of race, color,

religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

9.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

9.27.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph when so requested by County.

9.27.7 If County finds that any provisions of this Sub-paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which County may 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 Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

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

County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

9.28 NON EXCLUSIVITY

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

9.29 NOTICE OF DELAYS

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

9.30 NOTICE OF DISPUTES

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

9.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

9.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

9.33 NOTICES

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

9.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

9.35 PUBLIC RECORDS ACT

9.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 9.37 - Record Retention

and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9.36 PUBLICITY

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

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

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

9.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by

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 County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

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

9.37.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County may conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by County to

Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

9.38 RECYCLED BOND PAPER

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

9.39 SUBCONTRACTING

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

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

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

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

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

proposed subcontract.

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

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

9.39.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

9.39.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to:

DHS

Contracts and Grants Division

313 N. Figueroa St., Room 6th Floor East

Los Angeles, CA 90012

Attention: Contract Analyst

before any subcontractor employee may perform any work hereunder.

9.40 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 Sub-paragraph 9.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Sub-paragraph 9.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

9.41 TERMINATION FOR CONVENIENCE

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

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

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

9.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement shall be maintained by Contractor in accordance with Sub-paragraph 9.37, Record Retention and Inspection/Audit Settlement.

9.42 TERMINATION FOR DEFAULT

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

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

9.42.2 In the event that County terminates this Agreement in whole or in part as provided in Sub-paragraph 9.42.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

9.42.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 9.42.2 if its 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 County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph , the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.42.4 If, after County has given notice of termination under the provisions of this Sub-paragraph , it is determined by County that Contractor was not in default under the provisions of this Sub-paragraph, or that the default was excusable under the provisions of Sub-paragraph 9.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 9.41 - Termination for Convenience.

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

9.43 TERMINATION FOR IMPROPER CONSIDERATION

9.43.1 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 this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

9.44 TERMINATION FOR INSOLVENCY

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

- Insolvency of Contractor. Contractor shall be deemed to

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

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

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

9.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future

fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

9.47 VALIDITY

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

9.48 WAIVER

No waiver by County of any 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 rights and remedies set forth in this Sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9.49 WARRANTY AGAINST CONTINGENT FEES

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

9.49.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 UNIQUE TERMS AND CONDITIONS

10.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

10.2 COMPLIANCE WITH THE JOINT COMMISSION STANDARDS

Contractor shall comply with The Joint Commission Standards as they exist now or as they may be amended in the future as they relate to the performance of this Agreement.

10.3 INFECTION CONTROL

If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to each of the facilities Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation

period for such infectious disease, facilities shall report such occurrences to Contractor.

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

10.4 PHYSICAL EXAMINATION

Contractor, at its own expense, shall have examined by a licensed medical physician, each of its employees who is to perform appliance fittings or measuring services under this Agreement and shall provide to the facilities County Contract Project Director and/or Hospital Administrator written certification by such physician(s), that said employee(s) have been recently examined (together with the dates of the examination(s), as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations and shall provide County, upon request, with evidence that each such person is free of infectious/contagious disease(s) which would interfere with the person's ability to perform the services under this Agreement or which could be transmitted in the work place, is immunized against common communicable diseases, has received an initial chest X-ray, an annual TB skin test or TB symptoms evaluation or periodic chest X-ray, a measles (Rubeola) and Rubella anti-body titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request. Such certification shall be provided to the facilities County Project Director and/or Hospital Administrator for each of the facilities served by Contractor within fifteen (15) calendar days following execution of this Agreement.

Within thirty (30) calendar days of each annual anniversary date of this Agreement, Contractor shall provide such office with a new

certification for its employees reflecting again that its employees were recently so examined, giving the dates of examination, and covering all of the requirements addressed in the first certification.

New employees hired by Contractor during the term of this Agreement, who are to furnish direct patient services under this Agreement, shall also undergo such an examination, and a written certification by the physician covering each of the requirements set forth above, shall be furnished to the facilities Contract Project Director and/or Hospital Administrator before they commence work under this Agreement. These employees shall also be examined each year thereafter, on or about the anniversary date of the original examination. Such examination shall address the same requirements as the original examination, and certification regarding same to the same County Project Director and/or Hospital Administrator.

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IN WITNESS WHEREOF, Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim 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_____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

CONTRACTOR: (Name)

By _____
Name

_____
Title

APPROVED AS TO FORM
BY OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

AGREEP&O.jca
12/29/08

EXHIBIT A

STATEMENT OF WORK

FOR

PROSTHETIC AND ORTHOTIC APPLIANCE SERVICES

1. Scope of Work

Contractor shall provide Prosthetic and Orthotic Appliance Services which include measurement, fitting, adjustment, delivery of appliance(s) and training of patients in the use of such appliance(s). Contractor shall provide these services as described below.

2. Appliances and Warranty

Appliances are to conform to the prescription of County's attending physician, and under no circumstances is the prescription to be altered by Contractor. The original provider or their designee requesting the service must write any correction or clarification.

A. Orders

Each order or instruction for an appliance shall be issued and signed by County's attending physician.

Such appliance services shall be provided to County patients in accordance with clinic schedules promulgated in writing by the applicable facilities County Project Manager and/or Facility Administrator for each of the facilities covered under this Agreement as referenced in Exhibit C attached hereto as reference.

B. Approval

The attending physician or designee shall have the right to reject on behalf of County all appliances that are faulty in alignment or fit. The attending physician or designee shall also approve on County's behalf appliances ordered hereunder. No appliance will be accepted for payment until the following signatures are obtained: (1) signature of patient indicating the appliance was delivered and (2) signature of attending physician or designee indicating the appliance has been inspected and accepted. Before final rejection is made, reasonable opportunity will be given Contractor to make any required corrections of faults and adjustments. The County attending physician will endeavor to review appliances within thirty (30) days of delivery to patient.

C. Guarantee

All appliances shall be guaranteed from defective workmanship or materials, or both, for a period of one year from date of acceptance by County's attending physician or designee. If within the guarantee period an article furnished under this Agreement is found to be unsatisfactory due to defective workmanship or materials, or both, the same will be corrected, adjusted, or replaced, if necessary, by Contractor upon being returned to Contractor at no charge to County and returned within seven (7) working days unless prior arrangements have been made with the attending physician or designee.

representing the reasonable value of the appliance produced. Such payment, however, is subject to all applicable price and payment requirements of Paragraphs 5.0, Reimbursement, and 6.0, Invoices, of this Agreement. In no event shall any such payment exceed the price for that item as set forth in Exhibit B, State of California Prosthetic and Orthotic Appliances Medi-Cal Maximum Reimbursement Rates, or Exhibit C, Contractor's catalog (less the agreed upon percentage) of this Agreement pursuant to provision of Paragraph 5.0, Reimbursement.

Contractor shall maintain and provide to the facility County Project Manager adequate records of appliances corrected, adjusted, or replaced. The records shall include the patient's name, type of appliance/service provided, and the date the service was rendered.

D. **Adjustments and Remedies**

If an adjustment cannot be made which is satisfactory to the County's attending physician, and if payment for the article has been received, Contractor agrees that it will immediately refund the entire purchase price forthwith by cash payment or at the discretion of the County Project Director and/or Hospital Administrator, such purchase price will serve as a credit on other Contractor billings to County. Coverage of initial post-application adjustments is included in the Agreement price hereunder if adjustments are incidental due to the initial wearing of an appliance and adjustments required by initial physical changes of the wearer. This guarantee does not apply, however, to adjustments required by later physical changes of the wearer, in cases where there is evidence of the deliberate misuse, or in cases where there is evidence that the appliance has been altered by anyone other than by Contractor's staff.

E. **Storage**

Should a County facility have space available, as determined by the County Project Director and/or Hospital Administrator, Contractor shall store their stock in said space for the sole purpose of expediting the provision of Agreement services to County patients in immediate need of such services.

3. **Delivery**

A. **Delivery**

The time of delivery is an essential part of this Agreement and must be strictly observed. Contractor shall make diligent efforts to accommodate physician and/or his/her designee's requested delivery date and time. For the purpose of expediting orders and deliveries of appliances to patients, if Contractor is unable to complete an order because it cannot contact the patient to arrange measurement and fitting, Contractor must notify in writing the County Project Manager of the appropriate County facility Orthopedic and Rehabilitation Clinic of such fact so that the clinic may assist either in locating the patient or in arranging for cancellation of the order.

B. **Prosthetic Socks**

Unless otherwise specifically directed by County's attending physician or his/her designee, delivery of prosthesis shall include six (6) prosthetic socks, cotton or wool as required, for proper fitting. In accordance with Medi-Cal regulations, Contractor shall bill separately for the prosthesis and socks.

C. **Change in Status of Patient**

If prior to the delivery and acceptance of an appliance hereunder, the patient for whom the appliance is ordered dies or develops a change in his/her physical condition which will not permit his/her using the appliance, County will pay Contractor a sum

PROSTHETIC AND ORTHOTIC APPLIANCE SERVICES
BILLING AND PAYMENT

A. CONTRACTOR BILLING:

1. Contractor shall bill Medi-Cal and Medicare for eligible patients as shown in the Billing and Payment Chart (Chart) below at the Medi-Cal Maximum Reimbursement Rates listed in Exhibit B or as may be revised by the State of California, following the established billing guidelines of these programs.

2. Contractor shall bill private/commercial insurance as shown in the Chart.

3. Contractor is responsible for collecting any monies owed by the patient, e.g. share of cost, deductible and co-insurance amounts.

4. Contractor shall bill DHS for appliances services rendered to Medicare eligible inpatients, Los Angeles County Community Health Plan members, Medi-Cal inpatients, County responsible indigent persons as determined by Director and patients whose Medi-Cal eligibility is pending with no other resources, as further defined in the chart below.

5. All billings must be accompanied by a copy of the initial prescription or order which includes: date and location ordered; patient's complete name and Medical Record Unit Number ("MRUN"); the prescriber's printed name, title, license number, and signature; location and date when appliance was applied/delivered; along with the signature of the attending physician, or his/her designee, and the receiving patient, or his/her designee, to indicate approval and acceptance of the modality. Any discrepancy in the requested appliance versus the accepted appliance, delivery date, or authenticity of the required DHS staff signatures will delay payments or cause non-payment of same.

6. Contractor shall direct all claims for services provided to subscribers or enrollees of the Los Angeles County Community Health Plan directly to DHS and not to the subscriber or enrollee.

7. DHS shall be refunded by Contractor within thirty (30) days after the end of the month in which Contractor receives any overpayments. Contractor may credit DHS in its monthly billings.

8. Contractor shall retain any Medi-Cal payments for outpaitents as full and complete payment for services, and all monies received from DHS for such services shall be returned to DHS.

B. DHS PAYMENT:

1. For all of the appliances and services not listed in Exhibit A, DHS shall pay Contractor based on the prices listed in Contractor's commercial catalog which is in effect upon the date of this Contract. These prices shall include any discounts provided

to DHS, and Contractor shall forward a copy of the discounts to the facilities covered under this Contract. All payments made by DHS are subject to the acceptance of the individual appliance(s). Payments will not be made for any appliance(s) deemed unacceptable until Contractor promptly reworks and/or replaces such appliance(s) to DHS satisfaction.

2. DHS shall not pay Contractor a separate charge for adjustment, fitting, measuring, and delivery of appliances, or for training of patients in the use of such appliances.

3. County Project Manager may deduct any amount paid to Contractor during the time Contractor is attempting to rework or replace any unacceptable appliance(s). Upon acceptance of any appliance for which a deduction was made or refund received, DHS agrees to review appliance for acceptance within thirty (30) days from date of delivery and provide payment no later than thirty (30) days thereafter.

4. Prior to payment, all invoices submitted by Contractor must have the written approval of the County's Project Manager, or authorized designee.

5. Contractor shall note on its invoice any duplicate appliance(s) and the reason a duplicate appliance was provided to the same patient within the ninety (90) day period as further described in Exhibit A.

BILLING AND PAYMENT CHART

PAYOR TYPE	OUTPATIENT	INPATIENT
Medi-Cal	Contractor obtains Medi-Cal authorization [Treatment Authorization Request (TAR)] and bills Medi-Cal using its own provider number utilizing DHS' supporting documentation including financial and diagnostic.	Contractor bills DHS. DHS will bill Medi-Cal via its all-inclusive billing methodology.
Medi-Cal with Share of Cost (SOC)	Contractor obtains Medi-Cal TAR and bills Medi-Cal using its own provider number. Contractor collects or makes payment arrangements of SOC directly from the patient.	Contractor bills DHS. DHS will bill Medi-Cal via its all-inclusive billing methodology.
Medi-Cal pending	Contractor bills DHS for services rendered to patients pending Medi-Cal clearance with no other resources to pay. Upon Medi-Cal approval, Contractor obtains Medi-Cal TAR and bills Medi-Cal using its own provider number. If applicable, Contractor collects or makes payment arrangements of SOC directly from the patient. If DHS has previously paid Contractor while patient was pending Medi-Cal, then Contractor shall reimburse DHS within 30 days upon notification that the patient's pending	Contractor bills DHS for services rendered to patients pending Medi-Cal clearance with no other resources to pay. NOTE: DHS will bill Medi-Cal via its all-inclusive billing methodology upon Medi-Cal approval.

	Medi-Cal application has been approved.	
Medicare Part A (Inpatient)	n/a	Contractor bills DHS. (DHS' all inclusive bill to Medicare includes Prosthetic/Orthotic appliance prescribed/ordered while an inpatient).
Medicare Part B (Outpatient)	Contractor bills Medicare using its own provider number and collects any deductible/co-insurance amounts from the patient based upon the Medicare approved charges.	n/a
Medicare/Medi-Cal (Inpatient)	n/a	Contractor bills DHS.
Medicare/Medi-Cal (Outpatient)	Contractor bills Medicare (using its own provider number) and bills the patients' Medicare co-insurance and deductible amounts to Medi-Cal (using its own provider number).	n/a
Community Health Plan (Inpatient or Outpatient)	Contractor bills DHS.	Contractor bills DHS.
Reduced Cost Programs (AKA: Indigent care patient, i.e., Ability-to-Pay, Outpatient Reduced-Cost Simplified Application, Pre-Payment)	Contractor bills DHS.	Contractor bills DHS.
Self-Pay (no other third party coverage)	Contractor bills self-pay patient.	Contractor bills self-pay patient.
Commercial Insurance	Contractor seeks prior authorization and bills 3rd party insurance carrier.	Contractor bills DHS.

If claims are denied by Medi-Cal or Medicare (other than for non-benefit of program(s), then Contractor shall make every attempt to resubmit and/or appeal the claim. DHS staff will provide any additional supporting documentation, so that Contractor can re-bill Medi-Cal or Medicare.

09/17/08
Billing and Payment

Orthotics Billing Codes: Frequency Limits

This section contains a list of frequency limits for purchased orthotic appliances. These frequency restrictions are applied to any provider billing the procedure code within the designated time frame(s). For code descriptions, refer to a current Healthcare Common Procedure Coding System (HCPCS) text or the *Orthotic and Prosthetic Appliances: Billing Codes and Reimbursement Rates – Orthotics* section of this manual.

With the exception of the diabetic shoe and insert codes, these frequency limits can be overridden with evidence of medical necessity as shown by an approved *Treatment Authorization Request* (TAR).

Note: Codes that are not listed in this section do not have a defined frequency limit and always require authorization.

HCPCS Code	Frequency Limit
A5500	4 in 12 months
A5501	2 in 12 months
A5512	4 in 12 months
A5513	2 in 12 months
A6544	1 in 6 months
A8000	1 in 12 months
A8001	1 in 12 months
A8002	1 in 12 months
A8003	1 in 12 months
A8004	1 in 12 months
E1810	1 in 12 months
L0120	1 in 12 months
L0130	1 in 12 months
L0140	1 in 12 months
L0150	1 in 12 months
L0160	1 in 12 months
L0170	1 in 12 months
L0172	1 in 12 months
L0174	1 in 12 months
L0180	1 in 12 months
L0190	1 in 12 months
L0200	1 in 12 months
L0210	1 in 12 months
L0220	1 in 12 months
L0450	1 in 12 months
L0452	1 in 12 months
L0454	1 in 12 months
L0456	1 in 12 months
L0458	1 in 12 months
L0460	1 in 12 months
L0462	1 in 12 months
L0464	1 in 12 months
L0466	1 in 12 months
L0468	1 in 12 months
L0470	1 in 12 months
L0472	1 in 12 months
L0480	2 in 3 years
L0482	2 in 3 years
L0484	2 in 3 years
L0486	2 in 3 years
L0488	2 in 3 years
L0490	1 in 12 months
L0491	1 in 12 months
L0492	1 in 12 months
L0621	1 in 12 months
L0622	2 in 3 years
L0623	1 in 12 months
L0624	1 in 12 months
L0625	1 in 12 months
L0626	1 in 12 months
L0627	1 in 12 months
L0628	1 in 12 months
L0629	2 in 3 years
L0630	1 in 12 months
L0631	1 in 12 months
L0632	2 in 3 years
L0633	1 in 12 months
L0634	2 in 3 years
L0635	1 in 12 months
L0636	2 in 3 years
L0637	1 in 12 months
L0638	2 in 3 years
L0639	1 in 12 months
L0640	2 in 3 years
L0700	2 in 3 years
L0710	2 in 3 years
L0810	2 in 3 years
L0820	2 in 3 years
L0830	2 in 3 years
L0859	2 in 3 years
L0861	1 in 6 months
L0970	1 in 12 months
L0972	1 in 12 months
L0974	1 in 12 months
L0976	1 in 12 months
L0978	2 in 12 months
L0980	2 in 12 months
L0982	2 in 12 months
L0984	2 in 12 months
L0999	2 in 12 months
L1000	1 in 12 months
L1001	1 in 12 months
L1005	1 in 12 months
L1010	2 in 12 months
L1020	2 in 12 months
L1025	2 in 12 months
L1030	2 in 12 months
L1040	2 in 12 months
L1050	2 in 12 months
L1060	2 in 12 months
L1070	2 in 12 months
L1080	2 in 12 months
L1085	1 in 12 months

HCPCS Code	Frequency Limit
L1090	2 in 12 months
L1100	2 in 12 months
L1110	2 in 12 months
L1120	2 in 12 months
L1200	1 in 12 months
L1210	2 in 12 months
L1220	2 in 12 months
L1230	2 in 12 months
L1240	2 in 12 months
L1250	2 in 12 months
L1260	2 in 12 months
L1270	2 in 12 months
L1280	2 in 12 months
L1290	2 in 12 months
L1300	1 in 12 months
L1310	1 in 12 months
L1510	1 in 12 months
L1520	1 in 12 months
L1600	1 in 12 months
L1610	1 in 12 months
L1620	1 in 12 months
L1630	1 in 12 months
L1640	1 in 12 months
L1650	1 in 12 months
L1652	1 in 12 months
L1660	1 in 12 months
L1680	1 in 12 months
L1685	1 in 12 months
L1686	1 in 12 months
L1690	1 in 12 months
L1700	1 in 12 months
L1710	1 in 12 months
L1720	1 in 12 months
L1730	1 in 12 months
L1755	1 in 12 months
L1800	1 in 12 months
L1810	1 in 12 months
L1815	1 in 12 months
L1820	1 in 12 months
L1825	1 in 12 months
L1830	1 in 12 months
L1831	1 in 12 months
L1832	1 in 12 months
L1834	1 in 12 months
L1836	1 in 12 months
L1840	1 in 12 months
L1843	1 in 12 months
L1844	1 in 12 months
L1845	1 in 12 months
L1846	1 in 12 months
L1847	1 in 12 months
L1850	1 in 12 months
L1855	1 in 12 months
L1858	1 in 12 months
L1860	1 in 12 months
L1870	1 in 12 months
L1880	1 in 12 months
L1900	1 in 12 months
L1901	1 in 12 months
L1902	1 in 12 months
L1904	1 in 12 months
L1906	1 in 12 months
L1907	1 in 12 months
L1910	1 in 12 months
L1920	1 in 12 months
L1930	1 in 12 months
L1932	1 in 12 months
L1940	1 in 12 months
L1945	1 in 12 months
L1950	1 in 12 months
L1951	1 in 12 months
L1960	1 in 12 months
L1970	1 in 12 months
L1971	1 in 12 months
L1980	1 in 12 months
L1990	1 in 12 months
L2000	1 in 12 months
L2005	1 in 12 months
L2010	1 in 12 months
L2020	1 in 12 months
L2030	1 in 12 months
L2034	1 in 12 months
L2035	1 in 12 months
L2036	1 in 12 months
L2037	1 in 12 months
L2038	1 in 12 months
L2040	1 in 12 months
L2050	1 in 12 months
L2060	1 in 12 months
L2070	1 in 12 months
L2080	1 in 12 months
L2090	1 in 12 months
L2106	1 in 12 months
L2108	1 in 12 months
L2112	1 in 12 months
L2114	1 in 12 months
L2116	1 in 12 months
L2126	1 in 12 months
L2128	1 in 12 months
L2132	1 in 12 months
L2134	1 in 12 months
L2136	1 in 12 months
L2180	1 in 12 months
L2182	2 in 12 months
L2184	2 in 12 months
L2186	2 in 12 months
L2188	1 in 12 months
L2190	1 in 12 months
L2192	1 in 12 months
L2200	2 in 12 months
L2210	2 in 12 months
L2220	2 in 12 months
L2230	1 in 12 months
L2232	1 in 12 months
L2240	1 in 12 months
L2250	1 in 12 months
L2260	1 in 12 months
L2265	1 in 12 months
L2270	1 in 12 months
L2275	1 in 12 months
L2280	1 in 12 months
L2300	1 in 12 months
L2310	1 in 12 months
L2320	1 in 12 months

HCPCS Code	Frequency Limit
L2330	1 in 12 months
L2335	1 in 12 months
L2340	1 in 12 months
L2350	1 in 12 months
L2360	1 in 12 months
L2370	1 in 12 months
L2375	1 in 12 months
L2380	2 in 12 months
L2385	2 in 12 months
L2387	2 in 12 months
L2390	2 in 12 months
L2395	2 in 12 months
L2397	1 in 12 months
L2405	2 in 12 months
L2415	2 in 12 months
L2425	2 in 12 months
L2430	2 in 12 months
L2492	2 in 12 months
L2500	1 in 12 months
L2510	1 in 12 months
L2520	1 in 12 months
L2525	1 in 12 months
L2526	1 in 12 months
L2530	1 in 12 months
L2540	1 in 12 months
L2550	1 in 12 months
L2570	1 in 12 months
L2580	1 in 12 months
L2600	1 in 12 months
L2610	1 in 12 months
L2620	1 in 12 months
L2622	1 in 12 months
L2624	1 in 12 months
L2627	2 in 12 months
L2628	2 in 12 months
L2630	1 in 12 months
L2640	1 in 12 months
L2650	1 in 12 months
L2660	2 in 12 months
L2670	2 in 12 months
L2680	2 in 12 months
L2785	2 in 12 months
L2795	1 in 12 months
L2800	1 in 12 months
L2810	2 in 12 months
L2820	1 in 12 months
L2830	1 in 12 months
L2840	2 in 12 months
L2850	2 in 12 months
L2860	2 in 12 months
L3100	1 in 12 months
L3140	1 in 12 months
L3150	1 in 12 months
L3160	1 in 12 months
L3201	1 in 3 months
L3202	1 in 3 months
L3203	1 in 3 months
L3204	1 in 3 months
L3206	1 in 3 months
L3207	1 in 3 months
L3208	1 in 3 months
L3209	1 in 3 months
L3211	1 in 3 months
L3212	1 in 3 months
L3213	1 in 3 months
L3214	1 in 6 months
L3215	2 in 12 months
L3216	2 in 12 months
L3217	2 in 12 months
L3219	2 in 12 months
L3221	2 in 12 months
L3222	2 in 12 months
L3230	2 in 12 months
L3250	1 in 12 months
L3251	1 in 12 months
L3252	1 in 12 months
L3253	1 in 12 months
L3254	1 in 12 months
L3255	1 in 12 months
L3257	1 in 12 months
L3260	1 in 12 months
L3265	1 in 12 months
L3300	2 in 6 months *
L3310	2 in 6 months *
L3320	2 in 6 months *
L3330	2 in 6 months *
L3332	2 in 6 months *
L3334	2 in 6 months *
L3340	1 in 6 months
L3350	1 in 6 months
L3360	1 in 6 months
L3370	1 in 6 months
L3380	1 in 6 months
L3390	1 in 6 months
L3400	1 in 6 months
L3410	1 in 6 months
L3420	1 in 6 months
L3430	1 in 6 months
L3440	1 in 6 months
L3450	1 in 6 months
L3455	1 in 6 months
L3460	1 in 6 months
L3465	1 in 6 months
L3470	1 in 6 months
L3480	1 in 6 months
L3485	1 in 6 months
L3500	1 in 6 months
L3510	1 in 6 months
L3520	1 in 6 months
L3530	1 in 6 months
L3540	1 in 6 months
L3550	1 in 6 months
L3560	1 in 6 months
L3570	1 in 12 months
L3580	1 in 12 months
L3590	1 in 12 months
L3595	1 in 12 months
L3600	1 in 12 months
L3610	1 in 12 months

* Refers to billing occurrences.

HCPCS Code	Frequency Limit
L3620	1 in 12 months
L3630	1 in 12 months
L3640	1 in 12 months
L3649	1 in 12 months
L3650	1 in 12 months
L3651	1 in 12 months
L3652	1 in 12 months
L3660	1 in 12 months
L3670	1 in 12 months
L3671	1 in 12 months
L3672	1 in 12 months
L3673	1 in 12 months
L3675	1 in 12 months
L3700	1 in 12 months
L3701	1 in 12 months
L3702	1 in 12 months
L3710	1 in 12 months
L3720	1 in 12 months
L3730	1 in 12 months
L3740	1 in 12 months
L3760	1 in 12 months
L3762	1 in 12 months
L3763	1 in 12 months
L3764	1 in 12 months
L3765	1 in 12 months
L3766	1 in 12 months
L3800	1 in 12 months
L3805	1 in 12 months
L3806	1 in 12 months
L3808	1 in 12 months
L3810	1 in 12 months
L3815	1 in 12 months
L3820	1 in 12 months
L3825	1 in 12 months
L3830	1 in 12 months
L3835	1 in 12 months
L3840	1 in 12 months
L3845	1 in 12 months
L3850	1 in 12 months
L3855	1 in 12 months
L3860	1 in 12 months
L3890	1 in 12 months
L3900	1 in 12 months
L3901	1 in 12 months
L3905	1 in 12 months
L3906	1 in 12 months
L3907	1 in 12 months
L3908	1 in 12 months
L3909	1 in 12 months
L3910	1 in 12 months
L3911	1 in 12 months
L3912	1 in 12 months
L3913	1 in 12 months
L3914	1 in 12 months
L3915	1 in 12 months
L3916	1 in 12 months
L3917	1 in 12 months
L3918	1 in 12 months
L3919	1 in 12 months
L3920	1 in 12 months
L3921	1 in 12 months
L3922	1 in 12 months
L3923	1 in 12 months
L3924	1 in 12 months
L3926	1 in 12 months
L3928	1 in 12 months
L3930	1 in 12 months
L3932	1 in 12 months
L3933	1 in 12 months
L3934	1 in 12 months
L3935	1 in 12 months
L3936	1 in 12 months
L3938	1 in 12 months
L3940	1 in 12 months
L3942	1 in 12 months
L3944	1 in 12 months
L3946	1 in 12 months
L3948	1 in 12 months
L3950	1 in 12 months
L3952	1 in 12 months
L3954	1 in 12 months
L3960	1 in 12 months
L3961	1 in 12 months
L3962	1 in 12 months
L3964	1 in 12 months
L3965	1 in 12 months
L3966	1 in 12 months
L3967	1 in 12 months
L3968	1 in 12 months
L3969	1 in 12 months
L3970	1 in 12 months
L3971	1 in 12 months
L3972	1 in 12 months
L3973	1 in 12 months
L3974	1 in 12 months
L3975	1 in 12 months
L3976	1 in 12 months
L3977	1 in 12 months
L3978	1 in 12 months
L3980	1 in 12 months
L3982	1 in 12 months
L3984	1 in 12 months
L3985	1 in 12 months
L3986	1 in 12 months
L3995	2 in 12 months
L4000	1 in 12 months
L4010	1 in 12 months
L4020	1 in 12 months
L4030	1 in 12 months
L4040	1 in 12 months
L4045	1 in 12 months
L4050	1 in 12 months
L4055	1 in 12 months
L4060	1 in 12 months
L4070	2 in 12 months
L4080	2 in 12 months
L4090	2 in 12 months
L4100	1 in 12 months
L4110	1 in 12 months
L4130	1 in 12 months
L4350	1 in 12 months
L4360	1 in 12 months
L4370	1 in 12 months
L4380	1 in 12 months
L4386	1 in 12 months
L4396	1 in 12 months
L4398	1 in 12 months

Orthotics and Prosthetics:
Frequency Limits for Prosthetics

This section contains a list of frequency limits for purchased prosthetic appliances. These frequency restrictions are applied to any provider billing the procedure code within the designated time frame(s). For code descriptions, refer to a current Healthcare Common Procedure Coding System (HCPCS) text or the *Orthotic and Prosthetic Appliances: Billing Codes and Reimbursement Rates – Prosthetics* section of this manual.

These frequency limits can be overridden with evidence of medical necessity as shown by an approved *Treatment Authorization Request* (TAR).

Note: Codes that are not listed in this section do not have a defined frequency limit and always require authorization.

HCPCS Code	Frequency Limit	HCPCS Code	Frequency Limit	HCPCS Code	Frequency Limit
L5000	1 in 12 months	L5520	1 in 12 months	L5638	1 in 12 months
L5010	1 in 12 months	L5530	1 in 12 months	L5639	1 in 12 months
L5020	1 in 12 months	L5535	1 in 12 months	L5640	1 in 12 months
L5050	1 in 12 months	L5540	1 in 12 months	L5642	1 in 12 months
L5060	1 in 12 months	L5560	1 in 12 months	L5643	1 in 12 months
L5100	1 in 12 months	L5570	1 in 12 months	L5644	1 in 12 months
L5105	1 in 12 months	L5580	1 in 12 months	L5645	1 in 12 months
L5150	1 in 12 months	L5585	1 in 12 months	L5646	1 in 12 months
L5160	1 in 12 months	L5590	1 in 12 months	L5647	1 in 12 months
L5200	1 in 12 months	L5595	1 in 12 months	L5648	1 in 12 months
L5210	1 in 12 months	L5600	1 in 12 months	L5649	1 in 12 months
L5220	1 in 12 months	L5610	1 in 3 years	L5650	1 in 12 months
L5230	1 in 12 months	L5611	1 in 3 years	L5651	1 in 12 months
L5250	1 in 12 months	L5613	1 in 3 years	L5652	1 in 12 months
L5270	1 in 12 months	L5614	1 in 3 years	L5653	1 in 12 months
L5280	1 in 12 months	L5616	1 in 3 years	L5654	2 in 12 months
L5301	1 in 12 months	L5617	1 in 12 months	L5655	2 in 12 months
L5311	1 in 12 months	L5618	2 in 12 months	L5656	2 in 12 months
L5321	1 in 12 months	L5620	2 in 12 months	L5658	2 in 12 months
L5331	1 in 12 months	L5622	2 in 12 months	L5661	2 in 12 months
L5341	1 in 12 months	L5624	2 in 12 months	L5665	2 in 12 months
L5400	1 in 12 months	L5626	2 in 12 months	L5666	1 in 12 months
L5410	1 in 12 months	L5628	2 in 12 months	L5668	1 in 12 months
L5420	1 in 12 months	L5629	1 in 12 months	L5670	1 in 12 months
L5430	1 in 12 months	L5630	1 in 12 months	L5671	1 in 12 months
L5450	1 in 12 months	L5631	1 in 12 months	L5672	1 in 12 months
L5460	1 in 12 months	L5632	1 in 12 months	L5673	2 in 6 months
L5500	1 in 12 months	L5634	1 in 12 months	L5676	1 in 12 months
L5505	1 in 12 months	L5636	1 in 12 months	L5677	1 in 12 months
L5510	1 in 12 months	L5637	1 in 12 months	L5678	1 in 12 months

HCPCS Code	Frequency Limit
L5679	2 in 6 months
L5680	1 in 12 months
L5681	1 in 12 months
L5682	1 in 12 months
L5683	1 in 12 months
L5684	1 in 12 months
L5685	1 in 12 months
L5686	1 in 12 months
L5688	1 in 12 months
L5690	1 in 12 months
L5692	1 in 12 months
L5694	1 in 12 months
L5695	1 in 12 months
L5696	1 in 12 months
L5697	1 in 12 months
L5698	1 in 12 months
L5699	1 in 12 months
L5700	1 in 12 months
L5701	1 in 12 months
L5702	1 in 12 months
L5703	1 in 12 months
L5704	1 in 12 months
L5705	1 in 12 months
L5706	1 in 12 months
L5707	1 in 12 months
L5710	1 in 3 years
L5711	1 in 3 years
L5712	1 in 3 years
L5714	1 in 3 years
L5716	1 in 3 years
L5718	1 in 3 years
L5722	1 in 3 years
L5724	1 in 3 years
L5726	1 in 3 years
L5728	1 in 3 years
L5780	1 in 3 years
L5781	1 in 3 years
L5782	1 in 3 years
L5785	1 in 12 months
L5790	1 in 12 months
L5795	1 in 12 months
L5810	1 in 3 years
L5811	1 in 3 years
L5812	1 in 3 years
L5814	1 in 3 years
L5816	1 in 3 years
L5818	1 in 3 years
L5822	1 in 3 years
L5824	1 in 3 years
L5826	1 in 3 years
L5828	1 in 3 years
L5830	1 in 3 years
L5840	1 in 3 years
L5845	1 in 3 years
L5848	1 in 3 years
L5855	1 in 12 months
L5856	1 in 3 years
L5857	1 in 3 years
L5858	1 in 3 years
L5925	1 in 12 months
L5930	1 in 12 months
L5940	1 in 12 months
L5950	1 in 12 months
L5960	1 in 12 months
L5962	1 in 12 months
L5964	1 in 12 months
L5966	1 in 12 months
L5968	1 in 3 years
L5970	1 in 12 months
L5971	1 in 12 months
L5972	1 in 12 months
L5974	1 in 12 months
L5975	1 in 12 months
L5976	1 in 12 months
L5978	1 in 12 months
L5979	1 in 3 years
L5980	1 in 3 years
L5981	1 in 3 years
L5982	1 in 12 months
L5984	1 in 12 months
L5985	1 in 12 months
L5986	1 in 12 months
L5987	1 in 3 years
L5988	1 in 3 years
L5993	1 in 12 months
L5994	1 in 12 months
L5995	1 in 12 months
L6000	1 in 12 months
L6010	1 in 12 months
L6020	1 in 12 months
L6025	1 in 12 months
L6100	1 in 12 months
L6110	1 in 12 months
L6120	1 in 12 months
L6130	1 in 12 months
L6200	1 in 12 months
L6205	1 in 12 months
L6250	1 in 12 months
L6300	1 in 12 months
L6310	1 in 12 months
L6320	1 in 12 months
L6350	1 in 12 months
L6360	1 in 12 months
L6370	1 in 12 months
L6380	1 in 12 months
L6382	1 in 12 months
L6384	1 in 12 months
L6386	1 in 12 months
L6388	1 in 12 months
L6400	1 in 12 months
L6450	1 in 12 months
L6500	1 in 12 months
L6550	1 in 12 months
L6570	1 in 12 months
L6580	1 in 12 months
L6582	1 in 12 months
L6584	1 in 12 months
L6586	1 in 12 months
L6588	1 in 12 months
L6590	1 in 12 months
L6600	1 in 12 months
L6605	1 in 12 months
L6610	1 in 12 months
L6611	1 in 12 months
L6615	1 in 12 months
L6616	1 in 12 months
L6620	1 in 12 months
L6621	1 in 12 months
L6623	1 in 12 months
L6624	1 in 12 months
L6625	1 in 12 months

HCPCS Code	Frequency Limit
L6628	1 in 12 months
L6629	1 in 12 months
L6630	1 in 12 months
L6632	2 in 6 months
L6635	1 in 12 months
L6637	1 in 12 months
L6638	1 in 12 months
L6639	1 in 12 months
L6640	1 in 12 months
L6641	1 in 12 months
L6642	1 in 12 months
L6645	1 in 12 months
L6646	1 in 12 months
L6647	1 in 12 months
L6648	1 in 12 months
L6650	1 in 12 months
L6655	2 in 12 months
L6660	2 in 12 months
L6665	2 in 12 months
L6670	2 in 12 months
L6672	1 in 12 months
L6675	1 in 12 months
L6676	1 in 12 months
L6677	1 in 12 months
L6680	2 in 12 months
L6682	2 in 12 months
L6684	2 in 12 months
L6686	1 in 12 months
L6687	1 in 12 months
L6688	1 in 12 months
L6689	1 in 12 months
L6690	1 in 12 months
L6691	1 in 12 months
L6692	1 in 12 months
L6693	1 in 12 months
L6694	2 in 6 months
L6695	2 in 6 months
L6696	2 in 6 months
L6697	2 in 6 months
L6698	2 in 6 months
L6703	1 in 12 months
L6704	1 in 12 months
L6706	1 in 12 months
L6707	1 in 12 months
L6708	1 in 12 months
L6709	1 in 12 months
L6805	1 in 12 months
L6810	1 in 12 months
L6881	1 in 3 years
L6882	1 in 3 years
L6883	1 in 12 months
L6884	1 in 12 months
L6885	1 in 12 months
L6890	1 in 6 months
L6895	1 in 6 months
L6900	1 in 12 months
L6905	1 in 12 months
L6910	1 in 12 months
L6915	1 in 12 months
L6920	1 in 3 years
L6925	1 in 3 years
L6930	1 in 3 years
L6935	1 in 3 years
L6940	1 in 3 years
L6945	1 in 3 years
L6950	1 in 3 years
L6955	1 in 3 years
L6960	1 in 3 years
L6965	1 in 3 years
L6970	1 in 3 years
L6975	1 in 3 years
L7007	1 in 3 years
L7008	1 in 3 years
L7009	1 in 3 years
L7040	1 in 3 years
L7045	1 in 3 years
L7170	1 in 3 years
L7180	1 in 3 years
L7181	1 in 3 years
L7185	1 in 3 years
L7186	1 in 3 years
L7190	1 in 3 years
L7191	1 in 3 years
L7260	1 in 3 years
L7261	1 in 3 years
L7266	1 in 3 years
L7272	1 in 3 years
L7274	1 in 3 years
L7360	2 in 6 months
L7362	1 in 3 years
L7364	2 in 6 months
L7366	1 in 3 years
L7367	2 in 6 months
L7368	1 in 3 years
L7400	1 in 12 months
L7401	1 in 12 months
L7402	1 in 12 months
L7403	1 in 12 months
L7404	1 in 12 months
L7405	1 in 12 months
L8000	2 in 6 months
L8001	2 in 6 months
L8002	2 in 6 months
L8010	2 in 12 months
L8015	2 in 6 months
L8020	1 in 12 months
L8030	1 in 12 months
L8035	1 in 3 years
L8400	6 in 6 months
L8410	6 in 6 months
L8415	6 in 6 months
L8417	6 in 6 months
L8420	6 in 6 months
L8430	6 in 6 months
L8435	6 in 6 months
L8440	2 in 3 months
L8460	2 in 3 months
L8465	2 in 3 months
L8470	6 in 6 months
L8480	6 in 6 months
L8485	6 in 6 months

Orthotic and Prosthetic Appliances

This section contains information about Orthotic and Prosthetic (O&P) appliances and program coverage (*California Code of Regulations*, [CCR], Title 22, Section 51315). For additional help, refer to the *Orthotic and Prosthetic Appliances: Billing Examples* section of this manual.

Program Coverage

Medi-Cal covers O&P appliances when such appliances are necessary for the restoration of function or replacement of body parts, as prescribed in writing by physicians, podiatrists or dentists within the scope of their license.

Eligibility Requirements

For providers to receive reimbursement, a recipient must be Medi-Cal or California Children's Services (CCS) - eligible on the date of service.

Provider Types Authorized to Bill for O&P Appliances

The only provider types authorized to furnish and bill for O&P appliances are orthotists, as defined in CCR, Title 22, Section 51101; prosthetists, as defined in Section 51103; physicians, as defined in Section 51053; podiatrists, as defined in Section 51075, acting within the scope of their practice; and California Children's Services providers. Appliances listed in the *Orthotic and Prosthetic Appliances: Billing Codes and Reimbursement Rates – Orthotics* and *Orthotic and Prosthetic Appliances: Billing Codes and Reimbursement Rates – Prosthetics* sections of this manual and designated by double asterisks (**) may be furnished and billed by pharmacists.

Prescription Requirements

A written prescription by a licensed practitioner is required for <u>all</u> O&P appliances billed to Medi-Cal (CCR, Section 51315[a]). The prescription must be specific to the item(s) billed.

Health care services are limited to those necessary to protect life, prevent significant illness or significant disability or alleviate severe pain. Therefore, prescribed O&P appliances may be covered only as medically necessary to restore bodily functions essential to activities of daily living, prevent significant physical disability or serious deterioration of health or alleviate severe pain.

The practitioner prescribing the items must supply the O&P provider with information required to document the medical necessity for the item(s), according to the above criteria.

Note: The original written prescription should <u>not</u> be attached to the claim but must be kept in the provider's files.

Modifier Requirements

Claims for orthotic and prosthetic appliances require modifier LT (left side) and/or RT (right side), with the exception of the following codes that can be billed without modifiers: A6501 – A6503, A6509 – A6511, A6513, A6544, A8002, A8003, L0120 – L0220, L0450 – L0488, L0490 – L0492, L0621 – L0640, L0700 – L0710, L0810 – L0861, L0960 – L0999, L1000 – L1652, L1690, L1700 – L1730, L1755, L2580, L2627 – L2628, L2640, L3212 – L3214, L3650, L3652, L3660, L3675, L4000, L4205, L4210, L7510, L7520, L8000, L8002, L8015, L8310, L8499, L8500 – L8510, S1040.

Helmet Codes Exception

Prefabricated helmet codes A8000 and A8001 must be billed as a purchase (modifier NU) or repair (modifier RP). These items are not rented (modifier RR is not allowed). Replacement interfacing code A8004 must be billed with modifier RP and the claims require documentation that the helmet is owned by the patient.

Repair and Labor

Prosthetic repair and labor codes L7510 and L7520 require an LT and/or RT modifier unless the provider indicates in the *Reserved for Local Use* field (Box 19) of the claim, or as an attachment, that the repair is not for a limb prosthesis.

Authorization

Authorization is required for O&P services when the cost exceeds specified *Treatment Authorization Request* (TAR) thresholds (limits).

A TAR is required each time the cumulative costs of purchase, replacement and repair exceed the amounts listed below per recipient, per provider, per 90-day period:

- Orthotics exceed $250
- Prosthetics exceed $500

All TARs for O&P appliances and services must be submitted to the Sacramento Medi-Cal Field Office (SMCFO) for review and processing. Refer to the *TAR Field Office Addresses* section in this manual for more information.

Appliances or Services

Authorization is required for all "unlisted," "not otherwise specified," "By Report" and "By Invoice" appliances or services, regardless of the dollar amount involved.

Repair

Repair of an appliance will not be authorized when cost of the repair equals or exceeds the cost of a new appliance.

TAR Requirements

A copy of the prescription must accompany the TAR submitted to the appropriate Medi-Cal field office. In addition to the practitioner's signature, all of the following information must be provided on the prescription form:

- Name, address and telephone number of the prescribing practitioner
- Date of prescription
- Item being prescribed
- California State license number of the prescribing practitioner

The physician should also provide the orthotist or prosthetist with the following information. Indicate the number of items needed, especially those that require laundering. Supplementary information must be given to justify the prescription, such as:

- Medical diagnosis(es)
- Explanation of need and the purpose for the appliance
- Duration of medical necessity
- Relevant history and physical documenting prior functional level and future anticipated functional level
- Date and type of surgery or injury, if applicable
- Identity item requested with associated HCPCS code

For repair, maintenance or replacement, include clinical documentation with reference to age of the appliance, physical condition of the appliance and the anticipated functional level of the patient.

A specific length of time should be indicated, including "permanent" or "lifetime," when the diagnosis supports such use. For short-term use, the specific number of weeks or months should be stated.

Billing Authorized Items

When billing for items that require authorization, the claim line procedure code and modifier must match the corresponding TAR procedure code and modifier.

Note: Paper TARs currently allow only one modifier per procedure code. Corresponding claims for approved appliances using the same procedure code for right (modifier RT) and left (modifier LT) sides must be billed on separate claim lines to match the paper TAR.

Lower Limb Prostheses

Lower limb prostheses (HCPCS codes L5610 – L5617) are reimbursable only when a referring physician has documented the medical necessity for these types of appliances. Code L5611 is appropriate only for recipients with a medical necessity for "swing phase control," and is restricted to once per three-year period. The prosthetist must submit a TAR that documents the recipient's functional needs, including the recipient's:

- Past history, including prior prosthetic use, if applicable;
- Current condition, including status of the residual limb and the nature of other medical problems;
- Ability to reach or maintain a defined functional state within a defined and reasonable period of time; and
- Motivation to ambulate.

A patient's functional level must be "1" or higher to qualify for this benefit. Any individual whose functional level is "0" is not a candidate for this type of prosthesis and Medi-Cal coverage will be denied.

Reimbursement

Reimbursement will not exceed 80 percent of the lowest maximum allowance for California established by the federal Medicare program for the same or similar appliances. When there is no comparable Medicare-reimbursed appliance, reimbursement will not exceed an amount that is the lesser of:

- The amount billed to the general public for the provision of the same or similar appliance; or
- The maximum reimbursement rate as described in this manual

The maximum reimbursement rates apply to the basic appliance and to any component part(s) that may be added to the appliance. When applicable, claims must include both the basic appliance and the component part(s) necessary to complete the prescribed appliance.

For maximum reimbursement rates, refer to the *Orthotic and Prosthetic Appliances: Billing Codes and Reimbursement Rates – Orthotics* and *Orthotic and Prosthetic Appliances: Billing Codes and Reimbursement Rates – Prosthetics* sections of this manual.

Separate reimbursement will not be made for fitting, measuring, training or delivery of an appliance.

Pharmacists May Supply Selected Devices

Licensed pharmacists and pharmacies enrolled as Medi-Cal providers may be reimbursed by Medi-Cal for O&P devices as designated by double asterisks (**) in the orthotic and prosthetic appliances billing codes and reimbursement rates sections of this manual.

Claim Form

Pharmacists must bill these selected O&P appliances on the *CMS-1500* claim form, not the *Pharmacy Claim Form* (30-1).

Repair or Maintenance of O&P

Repair or maintenance of orthotic and prosthetic appliances is billed with the following HCPCS codes:

Orthotics: L4205 (labor)
L4210 (parts)

Prosthetics: L7520 (labor)
L7510 (parts)

Labor

Claims for labor (HCPCS code L4205 or L7520) require the following information:

- Description of the service provided
- Reason/justification for repair
- Labor time to accomplish the work (HCPCS codes L4205 and L7520 are billed in 15-minute units, but labor time may be rounded to the nearest half hour for the total repair job. For example, 1 hour and 20 minutes = 6 units.)
- Labor rate or hourly charge

Labor Rate

HCPCS codes L4205 (orthotics) and L7520 (prosthetics) are reimbursed in 15-minute units at $16.47 per unit. The hourly labor reimbursement rate for repair is $65.88. Codes L4205 and L7520 may be billed up to a maximum of three hours (12 units) of labor time, without medical justification and authorization. Important information about limits for billing these codes is located under the "Authorization" heading in this section.

Replacement Parts

Claims for replacement parts (HCPCS codes L4210 and L7510) require the following information:

- Description of the service provided
- Reason/justification for repair

Custom-Made Items

Claims for custom, in-house manufactured items must include a list of materials and the wholesale prices. If parts are ordered from a manufacturer and modified by adding other materials, list the materials, the ordered part and wholesale price for each. For the ordered part, list the manufacturer's name and catalog number. Attach invoices for any parts or materials ordered to make the custom-made item. If the manufacturer does not frequently supply Medi-Cal items, include a copy of the manufacturer's price list. List the number of labor hours and the hourly rate. Include a clear explanation of what was done to justify the number of hours and the rate.

For custom-made appliances, the *Date of Service* is the date of delivery to the recipient (or attempted delivery when not successful). Enter the date of delivery of the appliance to the recipient in the *Reserved for Local Use* field (Box 19) of the claim.

Custom-Made Foot Orthoses

A custom-made foot orthosis is a foot orthosis fabricated for a specific patient using the patient's individual measurements and/or pattern. This is done by using a plaster casting of the patient's foot to create a mold, or with a computer (three-dimensional negative impression or digital scanning). The use of foam boxes is not an acceptable fabrication method. A TAR is required for these items, and an explanation of the fabrication process used must be included on the TAR. The TAR must also include documentation of medical necessity.

Undeliverable Custom-Made Items

Claims submitted without a date of delivery are reviewed for documentation that shows diligent attempts to make the delivery or evidence of the impossibility of delivery.

If adequate documentation is presented, the claim is processed for reimbursement at 80 percent of the authorized maximum benefit.

Providers must retain undeliverable custom-made appliances for one year from the date of service if reimbursement has been made according to the conditions described above. These appliances must be ready on demand for delivery to the recipient or a representative of the Department of Health Care Services (DHCS). (If delivery can be made, submit a *Claims Inquiry Form* [CIF] for compensation of the 20 percent reduction made to the original maximum reimbursable amount.)

Ultralight Prosthetics

If a prosthetic item is constructed of an ultralight material, documentation of medical necessity is required.

Bilateral Appliances

Claims billed for bilateral appliances are reimbursable without authorization using modifiers LT (left side) and RT (right side). The procedure code must be billed on one claim line with both modifiers RT and LT and a quantity of "2" in the *Days or Units* field (Box 24G).

Additional Quantities

With the exception of bilateral conditions, claims for a quantity of greater than one ("1") of the same procedure code on the same date of service or for billing in excess of the stated frequency limitations, require a *Treatment Authorization Request* (TAR). Examples of acceptable medical justification for authorization include, but are not limited to the following:

- Changes in the patient's physical condition, such as size, shape or weight
- Unusual physical activities
- Documented loss or damage
- Change in medical necessity

Appliance Additions

Appliance "addition to" codes will only be reimbursed when the base appliance has been provided. Addition codes may only be reimbursed separately if the item is being replaced or repaired.

"By Report" Requirements

O&P appliances reimbursed through "By Report" billing require the following information:

- Item description
- Manufacturer name
- Model number
- Catalog number (if appropriate)
- Suggested retail price

Note: In lieu of the above items, claims for custom-made appliances may include a copy of the original purchase invoice for materials and parts used in preparing the device.

- Cost of part(s) used
- Cost of labor per hour and total cost/hours
- Description of and justification for any special features (custom modifications or special accessories)
- Medical condition necessitating the particular orthotic or prosthetic item

Helmets

HCPCS codes A8000, A8001 (prefabricated helmets), A8002 and A8003 (custom helmets) and A8004 (replacement interface) are reimbursable to physicians, certified orthotists and prosthetists, as well as California Children's Services (CCS) providers.

Codes A8000 – A8004 have specific modifier requirements (see earlier entry regarding modifier requirements in this section). Claims for code A8004 (replacement interface) billed with modifier RP must include documentation that the patient owns the helmet. Prefabricated helmet codes A8000, A8001 and A8004 are taxable items and subject to DME TAR thresholds.

Cranial Remolding Orthoses

HCPCS code S1040 (cranial remolding orthosis) requires a TAR and is reimbursable with the following restrictions:

- Maximum age is 2 years old
- Frequency is limited to two in 12 months
- Diagnosis code is limited to 754.0 (plagiocephaly) and 756.0 (craniosynostosis)
- Requires a TAR, which must include the name and address of the FDA-approved lab that made the helmet. The following are currently approved labs:
  - Becker Orthopedic Appliance Company (Becker Band Cranial Remolding Orthosis)
  - Beverly Hills Prosthetics Orthotics (Cranial Symmetry System)
  - Boston Brace International, Inc. (Static Cranioplasty Orthosis)
  - Center for Orthotic and Prosthetic Care (COPC Band)
  - Children's Hospital & Medical Center (Clarren Helmet)
  - Children's Hospital Minneapolis (Cranial Helmet)
  - Children's Hospital and Regional Medical Center in Seattle, WA (Clarren Helmet)
  - Cranial Solutions (Cranial Solution Orthosis)
  - Cranial Technologies, Inc. (Doc Band)
  - Cranial Technologies, Inc. (Doc Band-Postop)
  - Cranial Technologies, Inc. (Dynamic Orthotic Cranioplasty Band)
  - Danmar Products (Cranial Adjustive Prosthesis)
  - Danmar Products (Danmar Products Michigan Cranial Helmet)
  - Eastern Cranial Affiliates (Static Cranioplasty Orthosis)
  - Fairview Orthopedic Laboratory (Molded Cranial Helmet)

- Gema, Inc. (Ballert Cranial Molding Helmet)
- Gillette Children's Specialty Healthcare (Craniocap)
- Hanger Orthopedic Group, Inc. (Hanger Cranial Band)
- Lerman & Son (Lerman & Son Cranial Orthosis Helmet)
- Mike Milner (Craniocephalic Custom Remolding Orthosis)
- Northeast Orthotics and Prosthetics, Inc. (Providence Molding Helmet)
- Orthomerica Products, Inc. (Clarren Helmet [Orthomerica])
- Orthomerica Products, Inc. (Opi Band)
- Orthomerica Products, Inc. (Starband Cranial Orthosis)
- Orthomerica Products, Inc. (Starlight)
- Orthotic & Prosthetic Lab, Inc. (O&P Cranial Molding Helmet)
- Orthotic & Prosthetic Lab, Inc. (O&P Bivalve Cranial Molding Helmet)
- Orthotic Solutions (Cranial Molding Orthosis)
- Otto Bock Health Care, LP (Cranial Helmet)
- Precision Prosthetics & Orthotics (Orthosis Helmet Molding)
- Rehabilitation Institute, Loma Linda University [Loma Linda University Medical Center (LLUMC)]
- Restorative Health Services, Inc. (Rhs Helmet)
- Scott E. Allen CP (Plagiocephalic Applied Pressure Orthosis)

Note: If a cranial molding helmet laboratory that is not listed above is used, a copy of the laboratory's FDA-approved "510k" letter for the helmet must accompany the TAR/SAR.

Stock Orthopedic and Conventional Shoes

Stock orthopedic and stock conventional shoes, including in-depth shoes are reimbursable only when at least one of the shoes is attached to a prosthesis or brace and the shoe is supplied by a prosthetist or orthotist on the prescription of a physician or podiatrist. (*Welfare and Institutions Code* [W&I Code], Section 14132[k] and CCR, Title 22, Section 51315[d]).

Shoes Attached to a Prosthesis or Brace

In the context of orthopedic shoes attached to a prosthesis or brace, a brace means a leg brace. For Medi-Cal purposes, a leg brace is an orthosis involving the foot that extends above the ankle and is made of metal or other durable rigid material that immobilizes, restricts movement in a given direction, controls mobility, assists with movement, reduces weight-bearing forces or holds body parts in correct position.

"Attached to a prosthesis or brace" means the prosthesis or brace is permanently affixed to the shoe as an integral part. The shoe attachment is necessary for the device to function. The allowable brace device codes that may be affixed as an integral part of the shoe are limited to the following HCPCS codes: L1900, L1910, L1920, L1980, L1990, L2000, L2010, L2020, L2030, L2050, L2060, L2080 and L2090.

Note: HCPCS codes allowable for the shoes referenced above are limited to L3201 – L3222 and L3260.

When billing for a stock orthopedic in-depth or stock conventional shoe, the provider must state in the *Reserved For Local Use* field (Box 19) of the claim form which shoe(s) is (are) attached to which device, and if that device is new or existing. For example, "Left shoe attached to a new L1990," or "Left and right shoes attached to existing bilateral L2000s."

Modifications

Modification of stock conventional shoes or stock orthopedic shoes is covered when a recipient's medical need can be satisfied by such modification.

Custom-Made Orthopedic Shoes

Custom-made orthopedic shoes are reimbursable if the recipient's medical need cannot be met by modifications to stock orthopedic or stock conventional shoes. Clinical conditions that might require custom-made shoes include but are not limited to Charcot or rheumatoid foot deformities, some partial foot amputations, or when a patient requires a muscle flap to cover a large or unusual soft tissue foot defect that then is too bulky to be accommodated by an in-depth shoe.

The prescribing physician must document the nature, cause and severity of the foot problem leading to the conclusion that a custom-made orthopedic shoe is the only alternative (CCR, Title 22, Section 51315). A custom-made shoe has the following characteristics:

- Made and molded to patient model for a specific patient
- Constructed over a positive model of the patient's foot
- Made from leather or other suitable material of equal quality
- Has removable inserts as an integral part of the shoe that can be altered or replaced as the patient's condition warrants
- Has some form of shoe closure

Orthotic Heel Lifts
Arch Supports

Claims for shoe modification lift/build-up codes L3300 – L3334 require the following documentation in the *Reserved for Local Use* field (Box 19) or on an attachment:

- Exact description of the modification made to the shoe
- Name of provider or outside vendor performing the shoe modification
- If modification is performed by an outside vendor: Name, date and invoice number used to bill the provider for shoe modification services

Shoe modification lift/build-up codes L3300 – L3334 must be billed with either the modifier LT (left side) or RT (right side). Lifts are reimbursable for one side only. Reimbursement for lift/build-up codes is restricted to twice in 180 days for the same recipient by any provider.

Therapeutic Diabetic Shoes and Inserts

Therapeutic diabetic shoes and inserts are a benefit for recipients with a diagnosis of diabetes mellitus. Shoes and inserts are billed with HCPCS codes A5500, A5501, A5503 – A5507, A5512 and A5513. Descriptions of these codes are included in the *Orthotic and Prosthetic Appliances: Billing Codes and Reimbursement Rates – Orthotics* section of this manual.

Authorization

These services require authorization. With the TAR, providers must submit a physician-signed *Physician Certification of Medical Necessity for Therapeutic Diabetic Shoes and Inserts* form (see copy at end of this section) to certify that the recipient has one or more of the following conditions:

- Foot ulcers
- Previous amputation of the contralateral foot, or part of either foot, due to microvascular disease secondary to diabetes
- History of previous foot ulceration of either foot
- Peripheral neuropathy with evidence of callous formation of either foot
- Deformity of either foot, that is, rocker bottom foot or Charcot foot
- Documentation of compromised vascular disease in either foot
- Positive monofilament examination indicating diabetic neuropathy

The following additional information is required on the *Physician Certification of Medical Necessity for Therapeutic Diabetic Shoes and Inserts* form for authorization of codes A5501 and A5513:

- Diabetes mellitus with neurological manifestations
- Diabetes mellitus with peripheral circulatory disorders
- Diabetes mellitus with other specified disorders (amputations, significant deformities and/or pre-ulcerations)

Billing Restrictions

Only orthotists and prosthetists may be reimbursed for the following services.

Codes A5500 (prefabricated shoes) and A5512 (prefabricated inserts) may each be reimbursed up to four in 12 months. The daily maximum allowable for each code is two, but they do not have to be billed in pairs. The maximum allowable in 12 months may be in any combination of right or left sides.

Codes A5501 (custom shoes) and A5513 (custom inserts) may each be reimbursed up to two in 12 months. The maximum allowable in 12 months may be in any combination of right or left sides.

Providers will not be reimbursed for both prefabricated and custom shoes or inserts for the same foot in the same 12 months, unless:

- The claim does not exceed the stated annual frequency limitation for the respective codes, and
- The medical condition has changed to the extent that a custom appliance would be required for the same side after a prefabricated shoe or insert has been tried.

Documentation of the medical justification for separate reimbursement of a prefabricated or custom item for the same foot in the same 12-month interval must be placed in the *Reserved for Local Use* field (Box 19) of the claim or on an attachment.

Diabetic shoe inserts are reimbursable only if a diabetic shoe is billed on the same claim or in a 12-month history.

Elastic Stockings

Pre-manufactured and off-the-shelf pantyhose-type, elastic support stockings are not a benefit of the Medi-Cal program. Custom-made elastic gradient compression stockings (HCPCS code A6542) are reimbursable with authorization when medically necessary to treat symptomatic venous insufficiency or lymphedema in the lower extremities. Code A6542 is billed "By Report."

Providers billing for elastic gradient compression stockings must have a written prescription from a licensed practitioner for the item(s). A generic prescription for "elastic support stockings" is not acceptable.

Taxable Orthotic Procedures

Sales tax is applied for orthotic codes L3100 (shoe night splint) and L3201 – L3595 (orthotic footwear, modification and additions).

Infant Spinal Immobilizer

HCPCS code L1001 (infant spinal immobilizer) is reimbursable, with authorization, for custom-made devices designed for the stabilization of the cervical spine, upper thoracic spine and/or airway of a child younger than one year of age. A CCS denial is required for Medi-Cal authorization. Claims must include an invoice. Coverage of L1001 excludes an infant immobilizer used to restrain infants during surgical or radiological procedures (for example, Circumstraint device for restraint during circumcision).

Reciprocating Gait Orthoses

Reciprocating Gait Orthoses (RGOs) are reimbursable as a Medi-Cal benefit when billed with authorization and proof that they are medically necessary for recipients 2 years of age and older with the following conditions:

- Thoracic or upper lumbar spine lesions with spasticity;
- Contractures of all levels of the lower extremity(ies) as long as the joint(s) is (are) flexible to manipulation.

Orthotic devices are Medi-Cal benefits when the equipment is reasonable and necessary for the treatment of an illness or injury, or to improve the function of a malformed body member. Orthoses must meet all applicable Medi-Cal statutory requirements as set forth in *California Code of Regulations* (CCR), Title 22, Sections 51321 and 51521.

Documentation Requirements

The following documentation must be included when submitting a TAR for RGOs (HCPCS codes L2010, L2020, L2035 – L2037, L2510, L2520, L2525, L2627 and L2628):

- A primary physician must document that the recipient has cardiopulmonary integrity.
- An orthopedist or Physical Medicine and Rehabilitation Physician (PMR) must document that no other orthoses would be helpful.
- A neurologist must document that the spinal cord injury level is above L3.
- An independent physical therapist, other than the one in the orthotic/rehab unit, must document that the recipient does not have contractures and/or muscle atrophy that would preclude use of the RGO.
- X-rays of the spine must document that there is stability of the spine.
- X-rays of the spine, hips and knees must document a lack of advanced osteoporosis and fractures.

- One of the following ICD-9-CM diagnosis codes must be included on the TAR:
  - 344.1 (paraplegia);
  - 741.92 (spina bifida, without mention of hydrocephalus, dorsal [thoracic] region); or
  - 741.93 (spina bifida, without mention of hydrocephalus, lumbar region)

In addition to the above documentation, the following documentation is required when a TAR for RGOs is submitted for recipients 21 years of age and older:

- Plantigrade feet
- Knees and hips must not have greater than 10 degrees of contracture
- The hips must be flexible without rigidity or spasticity
- Good upper extremity strength
- Motivated, has realistic goals and expectations, and has a support system

Contraindications to RGOs include the following:

- Severe irreducible contractures that prevent establishing normal alignment
- Spasticity or other voluntary muscle activity that prevents free and coordinated mobility
- Obesity (BMI > 32)
- Poor upper extremity strength
- Advanced osteoporosis
- Fractures or a history of fractures
- History of not following treatment plans (noncompliance)
- Pressure sores in areas that would be in contact with the orthosis

The treating therapist and/or orthotist must submit a report to the primary care physician at six months of use to document the recipient's success or failure with the RGO.

PLACEHOLDER

CONTRACTOR CATALOG

TO BE PROVIDED PRIOR TO EXECUTION OF AGREEMENT

COUNTY'S ADMINISTRATION

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

_____
CONTRACTOR'S NAME

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

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

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

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

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

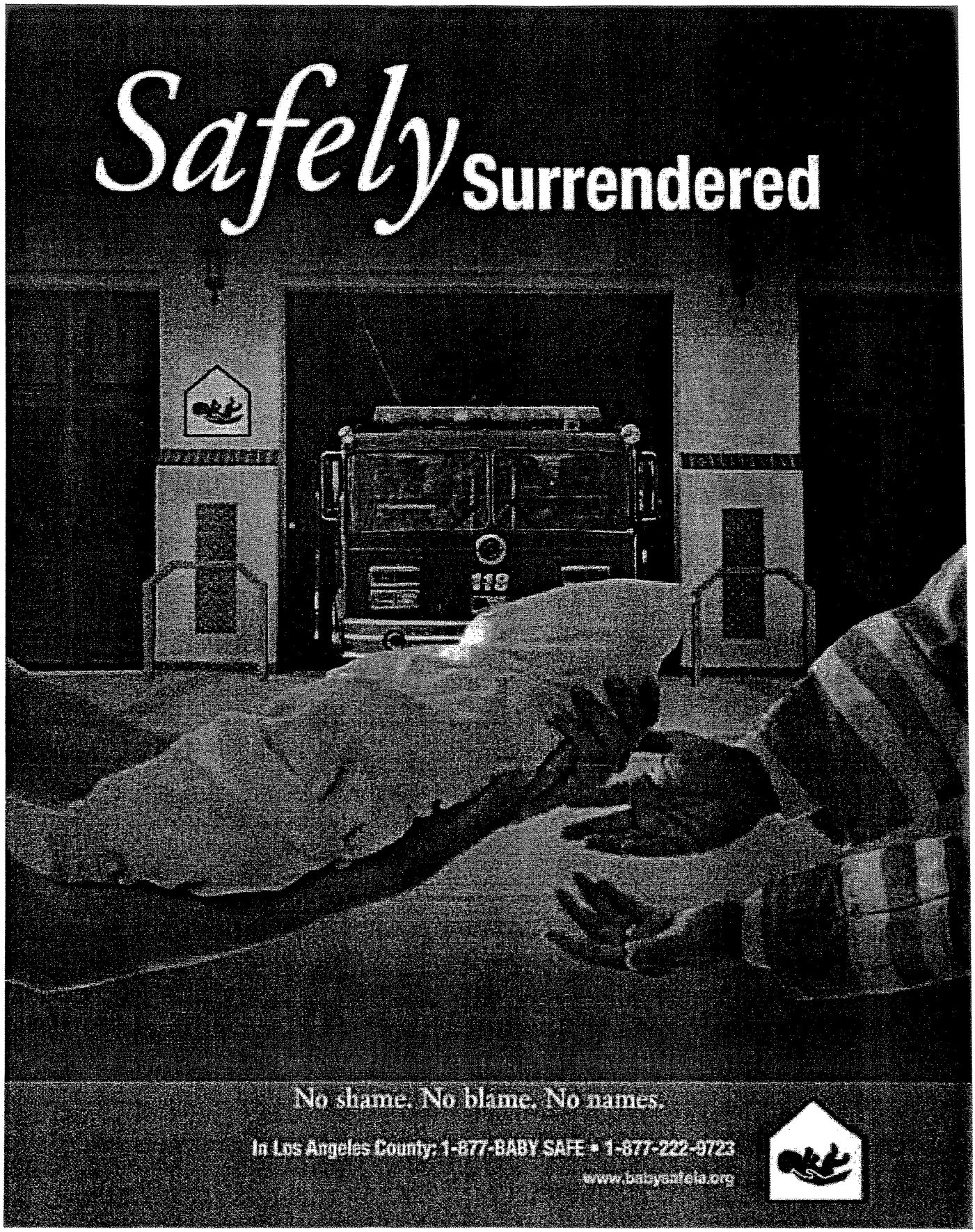
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW


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

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

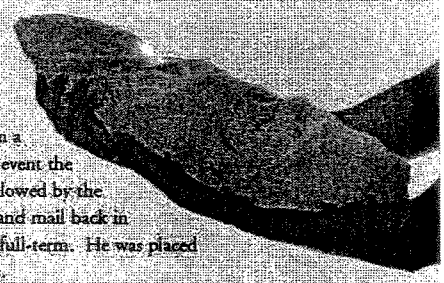
What happens to the parent or surrendering adult?

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

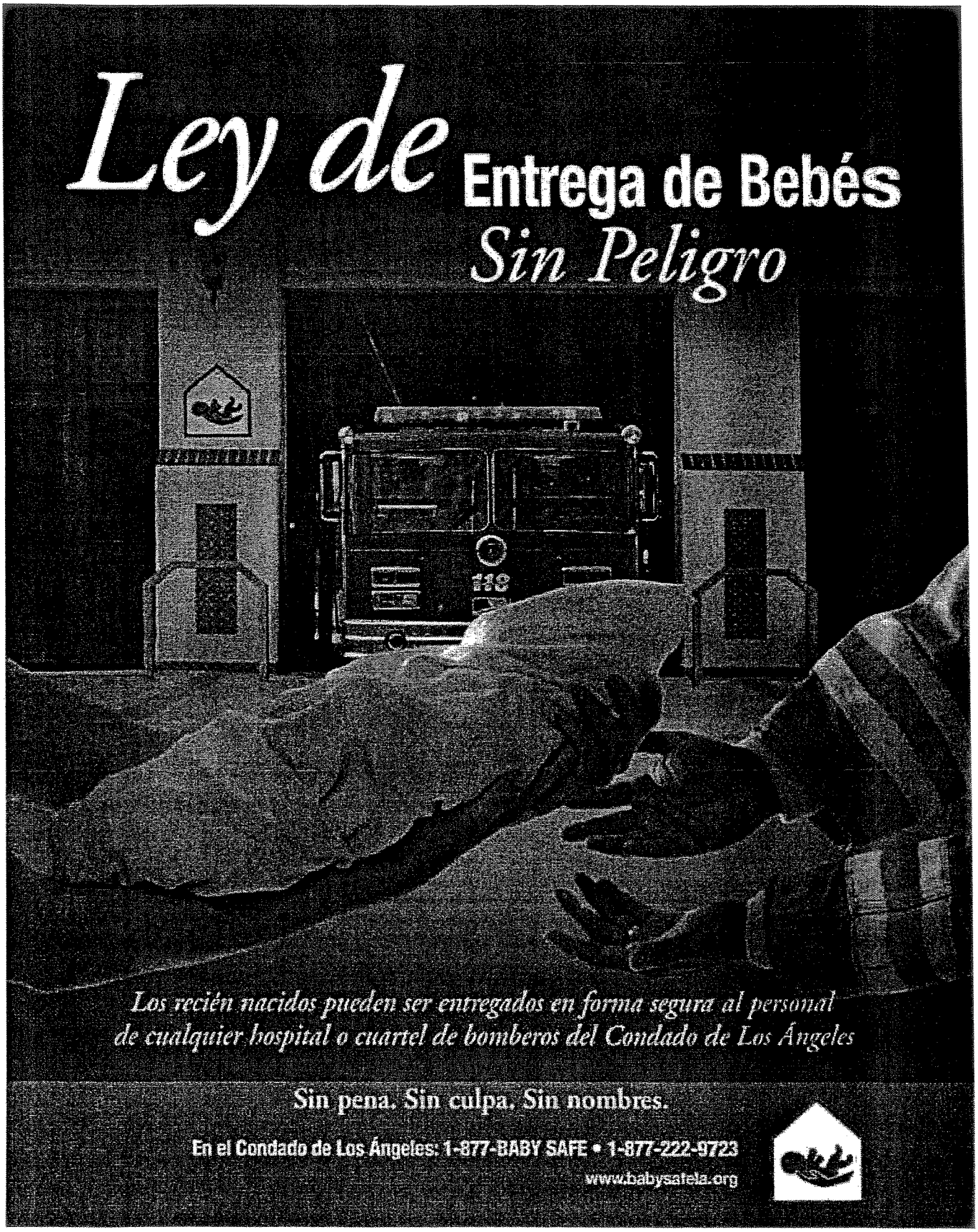
Why is California doing this?

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

A baby's story



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


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

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 ("the 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:

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, 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 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

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. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, 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.

2.0 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 Sub-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 Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer 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 HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

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. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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 Sub-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 Sub-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.

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

4.1 Term. The term of this 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; or

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

(c) If neither termination or cure are 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 it 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.

5.0 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 Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other 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 the 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.

Effective: 4/30/05